



The Study Meeting of the West Valley City Council will be held on Tuesday, September 6, 2016, at 4:30 PM, in the Multi-Purpose Room, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted August 31, 2016, 11:30 AM

A G E N D A

1. Call to Order
2. Roll Call
3. Approval of Minutes:
 - A. August 23, 2016
4. Review Agenda for Regular Meeting of September 6, 2016
5. Awards, Ceremonies and Proclamations Scheduled For September 13, 2016
 - A. John Huber, United States Attorney for the District of Utah, Presentation of Awards of Appreciation from the United States Attorney's Office
 - B. Essential Piece Awards Presentation to Lila Wright
6. Public Hearings Scheduled For September 13, 2016

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.

- A. Accept Public Input Regarding the Appropriation of Funds to the Community Education Partnership of West Valley City, Inc.

Action: Consider Resolution 16-145, Authorize the Appropriation of Funds to the Community Education Partnership of West Valley City, Inc.

- B. Accept Public Input Regarding Application No. GPZ-2-2016, Filed by Russell Platt, Requesting a Zone Change from M (Manufacturing) to RM (Residential, Multi-Family) for Property Located at 3579 and 3605 South Redwood Road

Action: Consider Ordinance 16-42, Amend the Zoning Map to Show a Change of Zone for Property Located at 3579 and 3605 South Redwood Road from M (Manufacturing) to RM (Residential, Multi-Family)

Action: Consider Resolution 16-146, Authorize the City to Enter Into a Development Agreement with Truong Properties, LLC for Approximately 9.6 Acres of Property Located at 3579 and 3605 South Redwood Road

- C. Accept Public Input Regarding the Submission of a Substantial Amendment to the Consolidated Plan 2015 Annual Action Plan for the Community Development Block Grant (CDBG) Program to the U.S. Department of Housing and Urban Development

Action: Consider Resolution 16-147, Authorize the Submission of a Substantial Amendment to the Consolidated Plan 2015 Annual Action Plan for the Community Development Block Grant (CDBG) Program to the U.S. Department of Housing and Urban Development

7. Resolutions:

- A. 16-148: Approve a Contribution Agreement by and Between the City and the Redevelopment Agency of West Valley City, Utah (The "Agency"); Authorizing and Approving the Issuance by the Agency of its not to Exceed \$21,000,000

Revenue Refunding Bonds for the Purpose of [Financing the Project and] Refunding All or a Portion of its Prior Obligations; Authorizing the Taking of All Other Action Necessary to the Consummation of Transactions Contemplated by this Resolution; and Related Matters

- B. 16-149: Authorize the City to Enter into Property Schedule No. 7 of the Master Tax-Exempt Lease/Purchase Agreement with US Bancorp Government Leasing and the Financing, Inc., with Respect to a Lease for the Upgrade of Certain Radio Equipment
 - C. 16-150: Authorize the Purchase of Police and Fire Radio Equipment from Motorola Solutions, Inc. to Replace Outdated Units
 - D. 16-151: Authorize the Purchase of an Ambulance from Frazer, LTD. Through the Houston-Galveston Area Council
 - E. 16-152: Award a Contract to Teca Aquatics Innovations, Inc. for Replastering of the Leisure Pool and Replacement of Two Interactive Pool Toy Features at the West Valley City Family Fitness Center
 - F. 16-153: Approve an Agreement Between West Valley City and the Utah Transit Authority for the Rerouting of Bus Rapid Transit Service in Fairbourne Station
 - G. 16-154: Approve the Purchase of One Bucket Truck from Mountain States Industrial Services, for Use by the Public Works Department
8. Consent Agenda Scheduled For September 13, 2016
- A. Reso. 16-155: Authorize the City to Accept a Grant of Temporary Construction Easement from Aspen Village Apartments, LLC for Property Located at 3043 West 3500 South (Parcel 15-33-103-025)

- B. Reso. 16-156: Authorize the City to Accept a Grant of Temporary Construction Easement from Redwood L&B, LLC for Property Located at 2345 South CCI Way (Parcel 15-21-255-004)
 - C. Reso. 16-157: Ratify the City Manager's Appointment of Duane Mueller to the Professional Standards Review Board for a Term Commencing September 13, 2016 and Ending July 1, 2018
9. Communications:
- A. Weekend Yard Sale Discussion (10 Min)
 - B. Summer Intern Project Update (10 min)
 - C. Council Update
10. New Business:
- A. Potential Future Agenda Items
 - B. Council Reports
11. Motion for Executive Session
12. Adjourn

MINUTES OF COUNCIL STUDY MEETING – AUGUST 23, 2016

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THE WEST VALLEY CITY COUNCIL MET IN STUDY SESSION ON TUESDAY, AUGUST 23, 2016, AT 4:30 P.M. IN THE MULTI-PURPOSE ROOM, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR PRO TEM VINCENT.

THE FOLLOWING MEMBERS WERE PRESENT:

Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Steve Vincent, Councilmember District 4

ABSENT:

Ron Bigelow, Mayor
Karen Lang, Councilmember District 3

STAFF PRESENT:

Wayne Pyle, City Manager (arrived as noted)
Paul Isaac, Acting City Manager/Assistant City Manager/HR Director
Nichole Camac, City Recorder

Nicole Cottle, Assistant City Manager/CED Director
Eric Bunderson, City Attorney
Lee Russo, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Layne Morris, CPD Director
Dan Johnson, Acting Public Works Director
Kevin Astill, Parks and Recreation Director
Sam Johnson, Strategic Communications Director
Jake Arslanian, Public Works Department
Andrew Wallentine, Administration
Steve Lehman, CED Department
Steve Pastorik, CED Department

1. **APPROVAL OF MINUTES OF STUDY MEETING HELD AUGUST 16, 2016**

The Council considered the Minutes of the Study Meeting held August 16, 2016. There were no changes, corrections or deletions.

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Councilmember Nordfelt moved to approve the Minutes of the Study Meeting held August 16, 2016. Councilmember Christensen seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

2. REVIEW AGENDA FOR REGULAR MEETING OF AUGUST 23, 2016

Upon inquiry by Mayor Pro Tem Vincent, members of the Council had no further questions or concerns regarding items listed on the Agenda for the Regular Meeting scheduled later this night.

3. EMPLOYEE OF THE MONTH AWARD, SEPTEMBER 2016- BRIAN MASARONE, PUBLIC WORKS DEPARTMENT

Tom Huynh offered to read the nomination of Brian Masarone, Public Works, to receive Employee of the Month Award for September 2016 at the Regular Council Meeting scheduled September 6, 2016, at 6:30 P.M. Mr. Masarone was nominated by Levi Martinez.

The nomination reads as follows:

Brian really went out of his way to teach me the skills I will need to know to succeed at my new position here at WVC. He is great with the public and always goes above and beyond, making sure that they are always happy. He shows great appreciation to his employees as well as the temps that work with us every day. I am making a good transition working here and I owe it all to Brian. He is dedicated to the city and has been for 15 years.

4. PUBLIC HEARINGS SCHEDULED FOR SEPTEMBER 6, 2016

A. PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION NO. Z-8-2016, FILED BY STEVE GLEZOS, REQUESTING A ZONE CHANGE FROM ZONE 'A-1' (AGRICULTURE, MINIMUM LOT SIZE 1 ACRE) TO 'A' (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) ON PROPERTY LOCATED AT 6087 WEST PARKWAY BOULEVARD

Mayor Pro-Tem Vincent informed a public hearing had been advertised for the Regular Council Meeting scheduled September 6, 2016, in order for the City Council to hear and consider public comments regarding Application No. Z-8-2016, Filed by Steve Glezos, Requesting a Zone Change from Zone 'A-1' (Agriculture, minimum lot size 1 acre) to 'A' (Agriculture, minimum lot size 1/2 acre) on Property Located at 6087 West Parkway Boulevard.

Proposed Ordinance 16-39, Resolution 16-137, and Resolution 16-138 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

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ORDINANCE NO. 16-39, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 6087 WEST PARKWAY BOULEVARD FROM ZONE 'A-1' (AGRICULTURE, MINIMUM LOT SIZE 1 ACRE) TO 'A' (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE)

Steve Lehman, CED Department, discussed proposed Ordinance No. 16-39 that would amend the Zoning Map to Show a Change of Zone for Property Located at 6087 West Parkway Boulevard from Zone 'A-1' (Agriculture, Minimum Lot Size 1 Acre) to 'A' (Agriculture, Minimum Lot Size 1/2 Acre).

Written documentation previously provided to the City Council included information as follows:

Steve Glezos, representing the Jacketta and Kearney Families, has requested a zone change for 8.25 acres located at approximately 6087 West Parkway Boulevard. The requested change is from A (Agriculture, minimum lot size 1 acre) to A (Agriculture, minimum lot size ½ acre). Surrounding zones include A-1 and A to the north, east and west and R-1-10 to the south. The subject property is designated as rural residential, which anticipates 1 unit per acre in the West Valley City General Plan.

The applicant has submitted a concept plan which shows the subject property being subdivided into 11 lots with each being over 21,780 square feet in size. According to the conceptual plan, the average lot size has been calculated at 22,876 square feet, which equates to a density of 1.76 units per acre.

For the development agreement, the applicant has indicated that he will follow the City's single family home standards. For reference, some of these standards are summarized below:

- Minimum rambler size: 2,000 square feet with a multi-level size of 3,000 square feet.
- Minimum garage size: 3 car (2 car allowed in certain instances)
- Exterior materials allowed: brick, stone and fiber cement siding
- Further material restrictions: fiber cement siding limited to 75 of exterior
- Minimum roof pitch: 6/12
- Architectural shingles required

Councilmember Buhler asked if the City allows this zone change and does not require the zone to be 'RE'. Steve replied that 'A' zones can still be requested per the City Code and added that new homes must meet all the new development standards. Mayor Pro Tem Vincent stated that he feels this will be a good development.

Upon inquiry, there were no further questions or concerns expressed by members of

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the City Council.

The City Council will hold a public hearing and consider proposed Ordinance No. 16-39 at the Regular Council Meeting scheduled September 6, 2016, at 6:30 P.M.

RESOLUTION 16-137, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH TONY AND KAREN JACKETTA FOR APPROXIMATELY 7.25 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 6087 WEST PARKWAY BOULEVARD

Steve Lehman, CED Department, discussed proposed Resolution No. 16-137 that would authorize the City to Enter into a Development Agreement with Tony and Karen Jacketta for Approximately 7.25 Acres of Property Located at Approximately 6087 West Parkway Boulevard.

Written documentation previously provided to the City Council included information as follows:

Steve Glezos, representing the Jacketta family, has submitted a rezone application (Z-8-2016) to change 7.25 acres from A-1 (agriculture, minimum lot size 1 acre) to A (agriculture, minimum lot size ½ acre). The proposed use for the subject property will be a new single family home subdivision.

For this development agreement, the applicant has requested to simply follow the latest housing standards as well as the standards found in the A Zone.

Upon inquiry, there were no further questions or concerns expressed by members of the City Council.

The City Council will hold a public hearing and consider proposed Resolution 16-137 at the Regular Council Meeting scheduled September 6, 2016, at 6:30 P.M.

RESOLUTION NO. 16-138, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH KEITH AND TONETTE KEARNEY FOR APPROXIMATELY 1 ACRE OF PROPERTY LOCATED AT APPROXIMATELY 2834 SOUTH 6100 WEST

Steve Lehman, CED Department, discussed proposed Resolution No. 16-138 that would authorize the City to Enter into a Development Agreement with Keith and Tonette Kearney for Approximately 1 Acre of Property Located at Approximately 2834 South 6100 West.

Written documentation previously provided to the City Council included information as follows:

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Steve Glezos, representing the Kearney family, has submitted a rezone application (Z-8-2016) to change 1.0 acres from A-1 (agriculture, minimum lot size 1 acre) to A (agriculture, minimum lot size ½ acre). The proposed use for the subject property will be a new single family home subdivision.

For this development agreement, the applicant has requested to simply follow the latest housing standards as well as the standards found in the A Zone.

Upon inquiry, there were no further questions or concerns expressed by members of the City Council.

The City Council will hold a public hearing and consider proposed Resolution 16-138 at the Regular Council Meeting scheduled September 6, 2016, at 6:30 P.M.

B. PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION NO. ZT-11-2016, FILED BY WEST VALLEY CITY, REQUESTING A ZONE TEXT CHANGE TO DEFINE AND CREATE STANDARDS FOR LODGING FACILITIES

Mayor Pro Tem Vincent informed a public hearing had been advertised for the Regular Council Meeting scheduled September 6, 2016, in order for the City Council to hear and consider public comments regarding Application No. ZT-11-2016, Filed by West Valley City, Requesting a Zone Text Change to Define and Create Standards for Lodging Facilities.

Proposed Ordinance 16-40 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ORDINANCE NO. 16-40, AMEND SECTIONS 7-1-103, 7-6-1002, 7-6-1103, 7-6-1204, 7-6-1504, 7-6-1505, 7-6-1702, 7-9-104, 7-9-106, 7-22-304, 17-1-101, 17-12-116, 17-12-117, 17-12-120, 17-23-122, AND 17-29-106 AND ENACT SECTION 7-14-219 OF THE WEST VALLEY CITY MUNICIPAL CODE TO ESTABLISH A DEFINITION OF AND REGULATIONS FOR LODGING FACILITIES

Steve Pastorik, CED Department, discussed proposed Ordinance No. 16-40 that would amend Sections 7-1-103, 7-6-1002, 7-6-1103, 7-6-1204, 7-6-1504, 7-6-1505, 7-6-1702, 7-9-104, 7-9-106, 7-22-304, 17-1-101, 17-12-116, 17-12-117, 17-12-120, 17-23-122, AND 17-29-106 and Enact Section 7-14-219 of the West Valley City Municipal Code to Establish a Definition of and Regulations for Lodging Facilities.

Written documentation previously provided to the City Council included information as follows:

West Valley City staff is recommending a zoning ordinance amendment to define and create standards for lodging facilities. The term “lodging facility” would replace

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hotel, motel and extended stay hotel.

In 2004, the City adopted the Commercial Design Standards for new commercial development including hospitality. Staff occasionally evaluates recently completed developments to ensure that the City's ordinances are yielding the type of development desired by the City. Upon a recent evaluation of lodging facilities, staff saw significant differences between lodging facilities developed within the City including ones developed under the Commercial Design Standards. The attached spreadsheet details the results of staff's evaluation.

West Valley already has several lodging facilities with little or no amenities and relatively basic architectural design. With the limited amount of commercial ground remaining in the City, staff believes the City should raise the bar on the quality of lodging facilities to encourage higher value commercial development, reduce calls for service and improve the overall quality and appearance of commercial development. With these objectives in mind, staff drafted the proposed ordinance.

The City's General Plan includes the goal to promote high quality commercial development, reinvestment and redevelopment. The proposed ordinance will help the City achieve this goal.

In summary, the proposed ordinance, which is attached, requires:

- a minimum height of 3 stories,
- the use of brick, stone or comparable material whenever stucco or fiber cement siding is used,
- a porte-cochere (a porch large enough for automobiles to pass through),
- at least six amenities from a list of amenities,
- a minimum average room size,
- compliance with the Commercial Design Standards and
- a restroom in each guest room.

If adopted, these standards would apply to all lodging facilities that are new development, redevelopment or retrofits of existing buildings.

Upon inquiry, there were no further questions or concerns expressed by members of the City Council.

Upon inquiry by Councilmember Christensen, Steve clarified that existing lodging facilities will not need to meet new standards retroactively but would need to if they underwent significant renovation. The Council discussed the suggested height restriction, age of existing lodging facilities, and specific changes proposed. Mayor Pro Tem Vincent requested details on the calls of service provided at the various lodging facilities. Members of the Council discussed assessed value and transient activity in relation to calls of service from the Police Department.

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The City Council will hold a public hearing and consider proposed Ordinance No. 16-40 at the Regular Council Meeting scheduled September 6, 2016, at 6:30 P.M.

C. PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION NO. ZT-12-2016, FILED BY WEST VALLEY CITY, REQUESTING A ZONE TEXT CHANGE TO AMEND THE MULTI-FAMILY RESIDENTIAL DESIGN STANDARDS IN CHAPTER 7-14 AND THE RESIDENTIAL BUILDING DESIGN STANDARDS IN THE CITY CENTER ZONE

Mayor Pro-Tem Vincent informed a public hearing had been advertised for the Regular Council Meeting scheduled September 6, 2016, in order for the City Council to hear and consider public comments regarding Application No. ZT-12-2016, Filed by West Valley City, Requesting a Zone Text Change to Amend the Multi-Family Residential Design Standards in Chapter 7-14 and the Residential Building Design Standards in the City Center Zone.

Proposed Ordinance 16-41 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ORDINANCE NO. 16-41, AMEND SECTIONS 7-6-1602, 7-6-1605, 7-14-303, 7-14-305, 7-14-306, 7-14-308, 7-14-309, 7-14-311, 7-14-312, 7-14-313, AND 7-14-315 TO UPDATE THE CITY'S MULTIFAMILY DESIGN STANDARDS

Steve Pastorik, CED Department, discussed proposed Ordinance No. 16-41 that would amend Sections 7-6-1602, 7-6-1605, 7-14-303, 7-14-305, 7-14-306, 7-14-308, 7-14-309, 7-14-311, 7-14-312, 7-14-313, and 7-14-315 to Update the City's Multifamily Design Standards.

Written documentation previously provided to the City Council included information as follows:

In 2006, the City adopted the Multi-Family Residential Design Standards for new multi-family residential developments. One of the recommended actions in the City's General Plan is to update the multi-family residential standards to promote higher quality multi-family residential in appropriate locations.

Staff took two important steps to determine what items needed to be updated in the ordinance. First, staff reviewed recently developed multi-family residential developments with the Planning Commission to see what projects met their expectations and which ones fell short. Second, staff reviewed quality multi-family residential developments in and out of the City and evaluated whether such projects far exceeded the standards or just met the standards.

In summary, the proposed ordinance:

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- adds clarifying definitions,
- requires each unit to have a kitchen and bathroom
- requires garages for at least 50% of the units,
- sets minimum unit sizes,
- caps the amount of stucco and fiber cement siding,
- requires at least 20% brick or stone where stucco or fiber cement are used,
- increases the amount of building relief required and adds a building relief treatment option,
- increases the amount of window treatments required,
- requires at least 25% fenestration on primary façades,
- increases the amount of garage treatments required and adds more garage treatment options,
- increases the amount of roof articulation required,
- increases the roof pitch to 6/12 for pitched roofs,
- increases the number of amenities required and adds more amenity options and
- requires landscaping between driveways

Mayor Pro Tem Vincent asked if handicap accessibility is addressed. Steve replied that this is addressed in the Building Code. He indicated that the ground level units are typically accessible but added that he will check if there is a percentage required. Mayor Pro Tem Vincent asked if balconies gain additional points. Steve replied yes and indicated that this is addressed in the section of the code that discusses relief. Mayor Pro Tem Vincent asked what the minimum size is for balconies. Steve replied 60 feet.

Councilmember Nordfelt suggested allowing smaller units and giving points for energy efficiency. Steve replied that applicants can petition the Council, by way of Development Agreement, to request modified standards. Mayor Pro Tem Vincent stated that he has suggested that staff look into sustainable neighborhoods.

Councilmember Buhler asked if there are ordinances that restrict people from stacking garbage on a balcony. Steve replied that this can be restricted by Development Agreement but indicated that staff could include this in the ordinance as a general provision. Councilmember Buhler stated that he would like to look at changing this elsewhere in the Code so that management companies are aware of this prohibition and not just developers.

Upon inquiry, there were no further questions or concerns expressed by members of the City Council.

The City Council will hold a public hearing and consider proposed Ordinance No. 16-41 at the Regular Council Meeting scheduled September 6, 2016, at 6:30 P.M.

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5. RESOLUTION NO. 16-139, AUTHORIZE WEST VALLEY CITY TO AWARD A CONTRACT TO EECCO, LLC FOR THE 3500 SOUTH 4900 WEST SIDEWALK PROJECT

Russ Willardson, Public Works Director, discussed proposed Resolution No. 16-139 that would authorize West Valley City to Award a Contract to EECCO, LLC for the 3500 South 4900 West Sidewalk Project.

Written information previously provided to the City Council included the following:

Bids were opened for the project on August 2, 2016. A total of seven (7) bids were received. The lowest responsible bidder was EECCO, LLC.

The project includes the installation of sidewalk on 3500 South near Esperanza Elementary School and is funded in part from State Funds.

The project was previously awarded \$30,000 in State Funds under the Safe Sidewalks Program for a project up to \$40,000. The city would be responsible for a 25% match (the remaining \$10,000). The matching funds will be paid for with Class C Road funds.

Upon inquiry by Mayor Pro Tem Vincent, the Council had no further questions or concerns.

The City Council will consider proposed Resolution No. 16-139 at the Regular Council Meeting scheduled September 6, 2016, at 6:30 P.M.

6. RESOLUTION NO. 16-140, ACCEPT A PROPOSAL WITH WORKERS COMPENSATION FUND TO RENEW A FULL INDEMNITY WORKERS COMPENSATION PROGRAM FOR WEST VALLEY CITY

Paul Isaac, HR Director, discussed proposed Resolution No. 16-140 that would accept a Proposal with Workers Compensation Fund to Renew a Full Indemnity Workers Compensation Program for West Valley City.

Written information previously provided to the City Council included the following:

WCF provides a full indemnity plan for claims for a monthly premium. Full indemnity means that WCF not only processes and pays claims, but administers all workers compensation related matters, including litigation.

WCF currently provides full indemnity workers compensation insurance which means that WCF handles all aspects of workers compensation claims for a monthly premium. The partnership with WCF has been very successful and resulted in increased efficiency and decreased costs during the last year with WCF. This year, the City's premium will be reduced by approximately \$18,560.48 as a result of coordination with WCF and effective risk management and prevention by the City.

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Upon inquiry by Mayor Pro Tem Vincent, the Council had no further questions or concerns.

The City Council will consider proposed Resolution No. 16-140 at the Regular Council Meeting scheduled September 6, 2016, at 6:30 P.M.

7. RESOLUTION NO. 16-141, AUTHORIZE THE CITY TO ENTER INTO AN AGREEMENT WITH BEHAVIORAL HEALTH STRATEGIES TO PROVIDE MENTAL HEALTH BENEFITS FOR CITY EMPLOYEES FOR FISCAL YEAR 2016-2017

Paul Isaac, HR Director, discussed proposed Resolution No. 16-141 that would authorize the City to Enter into an Agreement with Behavioral Health Strategies to Provide Mental Health Benefits for City Employees for Fiscal Year 2016-2017.

Written information previously provided to the City Council included the following:

Behavioral Health Strategies has been providing mental benefits for West Valley City for several years. Bloomquist Hale, our current employee assistance provider, and University of Utah Health Care have teamed together to provide mental health benefits at a low cost to the city. We have had amazing success in keeping our premium costs low during the past few years.

Councilmember Christensen asked if this service helps employees with PTSD. Paul replied that elevated situations like this are typically referred to the University of Utah or UNI as part of this benefit.

Upon inquiry by Mayor Pro Tem Vincent, the Council had no further questions or concerns.

The City Council will consider proposed Resolution No. 16-141 at the Regular Council Meeting scheduled September 6, 2016, at 6:30 P.M.

8. RESOLUTION NO. 16-142, AUTHORIZE THE CITY TO RENEW A POLICY WITH EMI HEALTH TO PROVIDE DENTAL BENEFITS FOR CITY EMPLOYEES FOR FISCAL YEAR 2016-2017

Paul Isaac, HR Director, discussed proposed Resolution No. 16-142 that would authorize the City to Renew a Policy with EMI Health to Provide Dental Benefits for City Employees for Fiscal Year 2016-2017

Written information previously provided to the City Council included the following:

EMI is the current provider for dental benefits for City employees. The dental premiums will not increase for fiscal year 2016-2017.

Upon inquiry by Mayor Pro Tem Vincent, the Council had no further questions or concerns.

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The City Council will consider proposed Resolution No. 16-142 at the Regular Council Meeting scheduled September 6, 2016, at 6:30 P.M.

9. RESOLUTION NO. 16-143, APPROVE AN AGREEMENT BETWEEN WEST VALLEY CITY AND ROCKY MOUNTAIN RESERVE FOR ADMINISTRATIVE SERVICES RELATED TO THE CITY'S COBRA PLAN

Paul Isaac, HR Director, discussed proposed Resolution No. 16-143 that would approve an Agreement between West Valley City and Rocky Mountain Reserve for Administrative Services Related to the City's Cobra Plan.

Written information previously provided to the City Council included the following:

This resolution approves an agreement entitled "COBRA Administrative Services Agreement" with Rocky Mountain Reserve ("RMR") to act as administrator of West Valley City's COBRA Plan. RMR will handle all aspects of the COBRA plan administration at a rate of \$.048 per Benefit Enrolled Employee, \$8.00 per mailing (\$50 minimum), \$2.00 per notice for optional mailing of general rights notices to all employees at the time of takeover and \$75.00 Minimum Monthly Fee, with a rate guarantee of three years. RMR will transmit an invoice to West Valley City for service fees on the 1st day of each month.

Upon inquiry by Mayor Pro Tem Vincent, the Council had no further questions or concerns.

The City Council will consider proposed Resolution No. 16-143 at the Regular Council Meeting scheduled September 6, 2016, at 6:30 P.M.

10. RESOLUTION NO. 16-144, APPROVE THE PURCHASE OF ONE X-SERIES 12 LEAD EKG MONITOR FROM ZOLL MEDICAL CORPORATION FOR USE BY THE FIRE DEPARTMENT

John Evans, Fire Chief, discussed proposed Resolution No. 16-144 that would approve the Purchase of One X-Series 12 Lead EKG Monitor from Zoll Medical Corporation for Use by the Fire Department.

Written information previously provided to the City Council included the following:

This resolution authorizes the purchase of one new Zoll X-Series Cardiac Monitor for the medical divisions that will be placed on the medical transport ambulance. The cost for the monitor will be \$37,961.90. This purchase will be completed under West Valley City Municipal Code §5-3-110 as Procurement to Meet Existing Needs, so that the current Zoll monitors and equipment will be able to match up with the new units, and required training of personnel will be very short. The unit will also have a patch to all of the medical facilities which we currently have and, by keeping the same type of monitor, the

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Fire Department would not need to spend additional funds to make it possible to transmit data to medical facilities.

The Fire Department is in current need of an additional Cardiac Monitor for our medical responses. This monitor will be used on scene calls, as our other monitors are currently used. This monitor will also be used for monitoring EKG, pulse oximetry, invasive cardiac lines, end tidal capnography, and any other needs our critical care patients require. At this time the new unit will ensure that all transport units have this monitor type and capability.

Councilmember Buhler asked if there is a reason this unit is so expensive. Chief Evans replied that anything related to cardiac or health care in general is expensive.

Upon inquiry by Mayor Pro Tem Vincent, the Council had no further questions or concerns.

The City Council will consider proposed Resolution No. 16-144 at the Regular Council Meeting scheduled September 6, 2016, at 6:30 P.M.

City Manager, Wayne Pyle, arrived at the meeting at 5:26 PM.

Councilmember Vincent asked about the gas leak at Monroe Elementary that occurred today. Chief Evans replied that gas level readings registered in both the ground and sewer system. Questar is searching for the leaks and purging the sewer and lines with air to clear out problem areas. He indicated that no one has been treated at this time for medical reasons related to the leak.

11. COMMUNICATIONS

A. FIRE STATION DISCUSSION

Mayor Pro Tem Vincent indicated that this item will be discussed during executive session.

B. AUDIT UPDATE

Jim Welch, Finance Director, provided an update on the audit. He indicated that everything is on track as far as the schedule goes and a timeline for future review has been established. He stated that the audit has typically been completed at the end of calendar year but this year the auditors and City are working to complete the audit by November 15. Mr. Welch discussed cash exposure locations and the importance of minimizing this.

C. COUNCIL UPDATE

Mayor Pro Tem Vincent referenced a Memorandum previously received from the City Manager that outlined upcoming meetings and events.

Members of the City Council had no further questions regarding the Council Update.

12. NEW BUSINESS

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A. POTENTIAL FUTURE AGENDA ITEMS

Nichole Camac, City Recorder, discussed a proposed proclamation, Extra Mile Day. This proclamation would recognize volunteers in the community. Members of the Council agreed to support this proclamation in a future Council meeting. Nichole asked if the Council would like to consider cancelling November 8th Council Meetings due to Election Day. The Council requested that she research how often this has been done in the past and discuss at the September 6th Council Meeting.

Paul Isaac asked members of the Council whether they would like staff to peruse an ordinance placing greater restrictions on roosters. Councilmember Buhler stated that he would suggest that the City simply enforce State Law for restricting cockfighting. Councilmember Tom Huynh stated that a neighborhood meeting was held on this issue. Layne Morris, CPD Director, concurred and stated that neighbors and Code Enforcement discussed options such as increasing the points for roosters in an agricultural zone, providing a ratio of roosters per the number of chickens, etc. He indicated that many residents seemed opposed to any type of regulation. Mr. Morris added that residents enter roosters in fairs and some raise them to export to Mexico for cockfighting purposes. Members of the Council suggested enforcing regulations significantly over time to see if this helps improve the situation.

B. COUNCIL REPORTS

COUNCILMEMBER STEVE BUHLER- FOOD FESTIVAL

Councilmember Buhler stated that the International Food Festival was a success. Paul Isaac concurred and indicated that Friday night brought in approximately 1400 people and Saturday brought in over 2000. He stated that there were a few minor issues that staff hopes to rectify next year but indicated that the event raised over \$14,000. Mr. Isaac stated that alcohol sales contributed greatly to this total. The Council discussed the function and goal of the Cultural Center with these types of events.

13. MOTION FOR EXECUTIVE SESSION

Councilmember Christensen moved to adjourn and reconvene in an Executive Session for discussion of disposition of real property and personal competency. Councilmember Buhler seconded the motion.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING OF TUESDAY AUGUST 23, 2016 WAS ADJOURNED AT 5:47 P.M. BY MAYOR PRO TEM VINCENT.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Study Meeting of the West Valley City Council held Tuesday, August 23, 2016.

MINUTES OF COUNCIL STUDY MEETING – AUGUST 23, 2016

-14-

Nichole Camac
City Recorder

THE WEST VALLEY CITY COUNCIL RECONVENED IN EXECUTIVE SESSION ON TUESDAY, AUGUST 16, 2016, AT 5:50 P.M., IN THE MULTI-PURPOSE ROOM, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER BY MAYOR BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Steve Vincent, Councilmember District 4

ABSENT:

Ron Bigelow, Mayor
Karen Lang, Councilmember District 3

STAFF PRESENT:

Wayne Pyle, City Manager
Nichole Camac, City Recorder

Paul Isaac, Assistant City Manager/ HR Director
Nicole Cottle, Assistant City Manager/ CED Director
Eric Bunderson, City Attorney
John Evans, Fire Chief
Jim Welch, Finance Director
Jake Arslanian, Public Works Department

The City Council met in Executive Session and discussed disposition of real property.

At 6:09 PM, Nichole Camac, Nicole Cottle, Eric Bunderson, John Evans, Jim Welch, and Jake Arslanian were excused.

The City Council discussed personal competency.

MINUTES OF COUNCIL STUDY MEETING – AUGUST 23, 2016
-15-

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY CITY COUNCIL, THE EXECUTIVE SESSION OF AUGUST 23, 2016, 2016, WAS ADJOURNED AT 6:35 P.M. BY MAYOR PRO TEM VINCENT.

Nichole Camac – City Recorder



The Regular Meeting of the West Valley City Council will be held on Tuesday, September 6, 2016, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted August 24, 2016 at 1:00 PM

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Mayor Bigelow
4. Special Recognitions
5. Approval of Minutes:
 - A. August 23, 2016
6. Awards, Ceremonies and Proclamations:
 - A. Employee of the Month Award, September 2016- Brian Masarone, Public Works Department
7. Comment Period:

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.)

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.

- A. Public Comments
- B. City Manager Comments
- C. City Council Comments

8. Public Hearings:

- A. Accept Public Input Regarding Application No. Z-8-2016, Filed by Steve Glezos, Requesting a Zone Change from Zone 'A-1' (Agriculture, minimum lot size 1 acre) to 'A' (Agriculture, minimum lot size 1/2 acre) on Property Located at 6087 West Parkway Boulevard

Action: Consider Ordinance 16-39, Amend the Zoning Map to Show a Change of Zone for Property Located at 6087 West Parkway Boulevard from Zone 'A-1' (Agriculture, Minimum Lot Size 1 Acre) to 'A' (Agriculture, Minimum Lot Size 1/2 Acre)

Action: Consider Resolution 16-137, Authorize the City to Enter into a Development Agreement with Tony and Karen Jacketta for Approximately 7.25 Acres of Property Located at Approximately 6087 West Parkway Boulevard

Action: Consider Resolution 16-138, Authorize the City to Enter into a Development Agreement with Keith and Tonette Kearney for Approximately 1 Acre of Property Located at Approximately 2834 South 6100 West

- B. Accept Public Input Regarding Application No. ZT-11-2016, Filed by West Valley City, Requesting a Zone Text Change to Define and Create Standards for Lodging Facilities

Action: Consider Ordinance 16-40, Amend Sections 7-1-103, 7-6-1002, 7-6-1103, 7-6-1204, 7-6-1504, 7-6-1505, 7-6-1702, 7-9-104, 7-9-106, 7-22-304, 17-1-101, 17-12-116, 17-12-117, 17-12-120, 17-23-122, AND 17-29-106 and Enact Section 7-14-219 of the West Valley City Municipal Code to Establish a Definition of and Regulations for Lodging Facilities

- C. Accept Public Input Regarding Application No. ZT-12-2016, Filed by West Valley City, Requesting a Zone Text Change to Amend the Multi-Family Residential Design Standards in Chapter 7-14 and the Residential Building Design Standards in the City Center Zone

Action: Consider Ordinance 16-41, Amend Sections 7-6-1602, 7-6-1605, 7-14-303, 7-14-305, 7-14-306, 7-14-308, 7-14-309, 7-14-311, 7-14-312, 7-14-313, and 7-14-315 to Update the City's Multifamily Design Standards

9. Resolutions:

- A. 16-139: Authorize West Valley City to Award a Contract to EECCO, LLC for the 3500 South 4900 West Sidewalk Project
- B. 16-140: Accept a Proposal with Workers Compensation Fund to Renew a Full Indemnity Workers Compensation Program for West Valley City
- C. 16-141: Authorize the City to Enter into an Agreement with Behavioral Health Strategies to Provide Mental Health Benefits for City Employees for Fiscal Year 2016-2017
- D. 16-142: Authorize the City to Renew a Policy with EMI Health to Provide Dental Benefits for City Employees for Fiscal Year 2016-2017
- E. 16-143: Approve an Agreement between West Valley City and Rocky Mountain Reserve for Administrative Services Related to the City's Cobra Plan
- F. 16-144: Approve the Purchase of One X-Series 12 Lead EKG Monitor from Zoll Medical Corporation for Use by the Fire Department

10. Motion for Executive Session

11. Adjourn

Nomination for the Essential Piece Award

The West Valley City Sister City Committee would like to nominate Mrs. Lila Wright for the Essential Piece Award.

Mrs. Wright has served the City of West Valley City in many capacities over the years. She has always been involved in the PTA organizations in her children's schools and after their graduations has returned to the schools to serve as a volunteer in the classroom. When her husband retired from the Granite School District and entered the political arena, she was a strong supporter of his and served as the "First Lady" of West Valley City from 1994 until his untimely death in 2002. During which time we established our Sister City relationship with NanTou, Taiwan, in which she took an active part as she travelled with her husband and the committee to several events during cultural exchanges. After the death of her husband she continued to support West Valley by serving on the Arts Council Board from 2002 until 2006 at which time she became a member of the West Valley City Sister City Committee. Due to health issues she resigned from active participation in the Sister City Committee in July of 2016, but continues her support for the activities of the committee.

During the time she has served the city she has been an integral part of the activities of the Sister City Committee, hosting students in her home during exchanges, communicating with students parents even after they have graduated from college, and encouraging her own extended family to participate in the student and business exchanges we have had with our sister city in NanTou, Taiwan.

For her continual and active support of West Valley City, Lila Wright, is qualified to receive the Essential Piece Award from the City.

Nominated by Sister City Committee.

Item: _____
Fiscal Impact: \$90,000
Funding Source: _____
Account #: _____
Budget Opening Required: ☐

ISSUE:

A resolution approving an appropriation of \$90,000 to Community Education Partnership of West Valley City, Inc. and the execution of a related Appropriation Agreement.

SYNOPSIS:

This resolution appropriates \$90,000 to Community Education Partnership of West Valley City, Inc. and authorizes the execution of an appropriation agreement governing said funds.

BACKGROUND:

Community Education Partnership of West Valley City, Inc. (“CEP”) has offered afterschool and outside school time programs for West Valley City students for over ten years, serving thousands of families throughout the City. CEP has been able to attract substantial federal, state, and private funding to support CEP’s programs in the City. Recently, CEP has experienced an increased need for operating reserves in order to satisfy audit requirements.

Pursuant to Section 10-8-2 of the Utah Code, the City Council is permitted to make an appropriation to an entity such as CEP, provided that the Council finds that the appropriation is in the best interest of the City, that the City will receive adequate value for the appropriation, and that the appropriation furthers the accomplishment of the reasonable goals of the City. In addition, an appropriation study and analysis (attached hereto) must be performed in accordance with statutory guidelines and a public hearing must be held.

The appropriation study and analysis concluded that the proposed appropriation meets the requirements of Section 10-8-2.

RECOMMENDATION:

Approve the proposed appropriation.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPROPRIATION OF FUNDS TO THE COMMUNITY EDUCATION PARTNERSHIP OF WEST VALLEY CITY, INC.

WHEREAS, West Valley City and the West Valley City Council have a substantial and compelling interest in improving and furthering the education of the children of West Valley City; and

WHEREAS, afterschool programs and educational activities conducted outside of school time have a significant positive effect on student outcomes, including improved grades, higher student satisfaction, and reductions in criminal activity and juvenile delinquency; and

WHEREAS, the costs of crime, juvenile delinquency, dropouts, academic disengagement, and inadequate academic progress are a major burden for society; and

WHEREAS, Community Education Partnership of West Valley City, Inc. ("CEP") has been a leader in providing afterschool programs in the City since 2002; and

WHEREAS, CEP programs have produced positive outcomes and increased student and parental satisfaction, supported by independent program analysis; and

WHEREAS, in order to continue to provide these services, CEP faces a need for additional funding to continue to attract high quality educators and education professionals to provide vital programs for students in the City, including those students at highest risk of dropout, juvenile delinquency, and academic disengagement; and

WHEREAS, the City has prepared a study of a proposed appropriation to CEP, which is attached hereto as Exhibit A, and has made said study available to the public for fourteen days; and

WHEREAS, the City has provided fourteen days' notice of a public hearing to consider said appropriation and has duly held such hearing in accordance with all applicable law; and

WHEREAS, the City Council has determined that said appropriation provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah as follows:

- 1) The study and appropriations analysis attached hereto as Exhibit A is hereby approved and adopted, including but not limited to the criteria for a determination of value and public interest set forth in Section III in accordance with Utah Code subsection 10-8-2(3)(b).
- 2) The City Council hereby finds and determines that the appropriation of Ninety Thousand Dollars (\$90,000.00) to CEP provides for the safety, health, prosperity, moral well-being, peace, order, comfort, and convenience of the inhabitants of the City.
- 3) The City Council hereby authorizes the Mayor to execute the Appropriations Agreement attached hereto as Exhibit B, conditioned upon final approval of the form of said Agreement

by the City Manager and the City Attorney's Office.

- 4) The City Council hereby appropriates Ninety Thousand Dollars (\$90,000.00) to CEP, conditioned upon the acceptance and execution of the Appropriation Agreement attached hereto as Exhibit B by CEP.
- 5) The appropriation made by this Resolution may be allocated from the General Fund or any other lawfully available source of funds in the discretion of the City Manager.
- 6) The City Council hereby authorizes the execution of all documents and the taking of all actions necessary to facilitate this appropriation by the Mayor, City Manager, and Finance Director, as appropriate.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____,
2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

EXHIBIT A

APPROPRIATIONS ANALYSIS AND STUDY

EXHIBIT B

APPROPRIATION AGREEMENT

Appropriations Agreement

THIS APPROPRIATIONS AGREEMENT (the “Agreement”) is made this _____ day of _____, 2016, by and between West Valley City, a political subdivision of the State of Utah (hereinafter the “City”), and Community Education Partnership of West Valley City, Inc., a Utah nonprofit corporation (hereinafter “CEP”).

RECITALS :

WHEREAS, the City has a substantial and compelling interest in promoting the academic and social success of students in the City; and

WHEREAS, afterschool programs and educational activities outside of school time substantially improve academic success, increase academic engagement for students and teachers, reduce criminal activity, juvenile delinquency, and criminal justice costs, and promote the well-being of students throughout the City; and

WHEREAS, CEP offers afterschool programs and services that further these interests and goals; and

WHEREAS, an appropriations study and analysis has been conducted and a public hearing held; and

WHEREAS, the City has determined that it is in the City’s interest to appropriate certain funds to CEP, conditioned upon compliance with the terms set forth herein; and

WHEREAS, CEP desires to accept said appropriation in accordance with the terms set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the parties agree as follows:

1. **Appropriation**. The City has appropriated Ninety Thousand Dollars (\$90,000.00) (the “Appropriation”) to CEP in accordance with Utah law. The Appropriation shall be paid to CEP within thirty days of execution of this Agreement.
2. **CEP’s Obligations**. As a condition to acceptance of the Appropriation, CEP shall comply with the following requirements:
 - a. CEP shall only expend the Appropriation for exempt purposes in accordance with the requirements of the Internal Revenue Code.
 - b. CEP shall only expend the Appropriation for the benefit of programs within West Valley City.
 - c. CEP shall comply with all applicable law regarding the accounting, disbursement, and tracking of the Appropriation.

- d. CEP shall continue to offer afterschool programs within the City for no less than three (3) years after execution of this Agreement.
 - e. CEP shall keep a record of the expenditures of the Appropriation and shall demonstrate compliance with this Agreement upon request of the City.
 - f. CEP shall notify the City immediately of any failure to comply with the terms of this Agreement.
3. Repayment of Appropriation. If CEP fails to comply with this Agreement, CEP shall repay the Appropriation in full to the City within thirty days of said failure.
4. Term. This Agreement shall continue until the Appropriation has been expended in full by CEP, but in no event shall this Agreement terminate earlier than three (3) years following the execution of this Agreement.
5. No Joint Venture or Partnership. This Agreement shall not be construed to create a joint venture or partnership between the City and CEP.
6. Conflict of Interest. CEP warrants that no City employee, official, or agent has been retained by CEP to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of CEP, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation.
7. Indemnification. CEP agrees to indemnify and hold the City harmless from and against lawsuits, damages, and expenses, including reasonable court costs and attorney's fees, by reason of a claim and/or liability imposed, or claimed, and/or threatened against the City for damages because of bodily injury, death, and/or property damages or claims, intellectual property or otherwise, resulting from or relating to CEP's activities or programs and/or the City's Appropriation to CEP. As used in this section, the City shall also refer to the officers, agents, assigns, volunteers, and employees of the City.
8. Subcontract Assignment. Except as explicitly set forth herein, this Agreement does not create any right or benefit to anyone other than the City and CEP, and neither party shall assign any rights or interest herein without prior written consent of the other party.
9. Attorney's Fees. In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.
10. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties.
11. Entire Agreement. This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party, which are not contained in this written Agreement, shall be binding or valid.

12. Modification of Agreement. This Agreement may be modified only by written amendment executed by all of the parties hereto.
13. Applicable Law. This Agreement shall be governed by the laws of the State of Utah.
14. Venue. Any causes of action arising from or relating to this Agreement shall be brought in the Third District Court in Salt Lake City, Utah or in the United States District Court for the District of Utah in Salt Lake City, Utah.
15. Notices. All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to CEP:

If to the City:

West Valley City
Attn: Wayne Pyle
3600 Constitution Blvd.
West Valley City, Utah 84119

With a copy to:

West Valley City Attorney
Attn: Brandon Hill
3600 Constitution Blvd.
West Valley City, Utah 84119

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

(signatures follow)

WEST VALLEY CITY

Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM
City Attorney

By: _____

Date: _____

COMMUNITY EDUCATION
PARTNERSHIP OF WEST VALLEY
CITY, INC.

By: _____

Title: _____

STATE OF _____)
: ss.
COUNTY OF _____)

On this _____ day of _____, 2016, personally appeared before me Margaret Peterson, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that she is the _____ [title] of **COMMUNITY EDUCATION PARTNERSHIP OF WEST VALLEY CITY, INC.**, a nonprofit corporation, and said document was signed by her on behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and she acknowledged to me that said corporation executed the same.

Notary Public

Appropriations Analysis – Community Education Partnership of West Valley City

Pursuant to the requirements of Utah Code Section 10-8-2, this appropriations analysis examines the value realized by the City by a proposed appropriation to the Community Education Partnership of West Valley City, Inc. This analysis is submitted by the West Valley City Attorney's Office and all information herein is current as of August 3, 2016.

I. Introduction

Community Education Partnership of West Valley City, Inc. ("CEP") is a Utah nonprofit corporation based in West Valley City. CEP was founded to support afterschool programs and educational activities outside of normal school hours for schoolchildren in West Valley City. Since its founding, CEP has offered programs at over two dozen locations in West Valley City, including the majority of schools located in the City and community facilities.

CEP offers a variety of programs, including technology education, afterschool tutoring, chess clubs, sports, and delinquency prevention activities. CEP receives support from several private and public sources, including federal and state grant programs and prominent businesses within West Valley City. CEP's programs have been recognized in the past by the City Council, the Granite School District, and the Granite Education Foundation.

II. Requested Appropriation

The appropriation considered by this analysis is a \$90,000 appropriation to facilitate compensation for teachers and other education professionals and to enable CEP to comply with certain requirements concerning operating reserves and timely payment of compensation.

III. Criteria to Determine Value Realized by the City

In order to determine whether the proposed appropriation is in the best interests of the City and whether the City will realize proper value from the appropriation, this analysis examines the appropriation according to the following five criteria:

- 1) Future cost savings received by the City as a result of the appropriation. This may take the form of future costs which will not be incurred by the City or future benefits for which the City would otherwise be required to pay.
- 2) The appropriation's role in leveraging external funding to create added value for the City and its residents. The City would prefer to make an appropriation when that funding will enable or stimulate additional funding from outside sources.
- 3) Percentage of benefit realized by the City. Many projects are worthy recipients of funding, but City funding should only be directed to projects which entirely or primarily benefit the City and its residents.

- 4) Defined need for the appropriation. The City finds added value in funding projects where a unique need exists for City funding. Less value is to be attributed to projects where funding is desirable but not specifically necessary.
- 5) Sustained track record of success. Although results can never be guaranteed, the City finds more value in supporting programs with an established track record of success and diverse funding sources that are more likely to be sustainable.

IV. Analysis of Value

This section of the appropriations analysis will consider the benefit to be realized by the City if the proposed appropriation is made. Each criterion will be considered, with a concluding summary discussion and conclusion.

- 1) Future cost savings. The evaluation of programs with primarily non-monetary objectives and the quantification of savings is necessarily difficult and subject to ambiguity. However, a variety of sources have established that investment in afterschool programs and educational activities outside of school time is likely to return significant dividends. These dividends are more easily quantified in specific areas where costs are defined, such as savings as a result of reduced delinquency and criminal activity.

A cooperative study of the Los Angeles BEST afterschool program conducted by the Department of Justice and the National Center for Research on Evaluation, Standards, and Student Testing at UCLA found that every dollar spent in the BEST program reduced future juvenile crime costs by \$2.50, with substantially higher returns possible for students who are most engaged in programs. Similarly, research commissioned by the Ewing Marion Kauffman Foundation suggests a return of \$3.19 per dollar invested. More optimistic assessments were made by Claremont McKenna College researchers, who concluded that criminal justice savings of \$5.92 per dollar could be realized for each dollar invested in afterschool programs, with \$2.19 per dollar realized as direct savings of hard costs incurred by the criminal justice system.

To some extent, these positive returns can be attributed to efficiencies obtained by using existing resources: for example, most afterschool programs (including those of CEP) are able to use existing school buildings and community facilities, significantly reducing overhead costs. This research is consistent with findings concerning similar programs. For example, University of Michigan researchers determined that Boys and Girls Clubs programs are highly effective and efficient in reducing delinquency and related behavior.

A prudent estimate of the future cost savings to the City can be derived from the lowest estimated rate of return in the literature above, which is \$2.19 per dollar invested in hard cost reductions. This would result in an estimated cost savings of \$197,100 from the appropriation.

- 2) Leveraging external funding. CEP has not received City appropriations in the past and has developed a significant external fundraising base to enable the expansion of its

programs. The following table summarizes the funding from non-City sources received by CEP:

Fiscal Year	Contributions and Grants
FY 2011-2012	\$895,072
FY 2012-2013	\$941,034
FY 2013-2014	\$971,267
FY 2014-2015	\$1,004,595

CEP's programming has expanded in accordance with its fundraising efforts. However, CEP's auditors have required that CEP retain additional reserves to secure payment of compensation in accordance with state and federal law, which will require either a reduction in program activities or additional funding. This need is the motivation for the appropriations request.

An inability to obtain this funding will jeopardize or eliminate CEP's existing grant funding, which would result in an annual loss to the West Valley City community significantly larger than the requested appropriation, which would be less than ten percent of CEP's annual revenue for a single year. Further, once this funding need is met, CEP will be able to move forward each year without need for this appropriation, since the appropriate reserve will have been established.

- 3) Percentage of benefit realized by the City. CEP's programs are all located within West Valley City. Additionally, the City may require that all appropriated funds be used within the City.
- 4) Defined need for the appropriation. As set forth above, CEP requires additional funding in order to maintain existing programs and protect current revenue sources. This is a more pressing need than a potential expansion of services or extension of an existing program. In addition, CEP is below the benchmark reserve ratio of 25% of annual expenditures, which would enable CEP to satisfy audit professionals and compensation requirements. The following table summarizes CEP's operating reserves by fiscal year:

Fiscal Year	Fund Balances	Expenses	Reserve Ratio
FY 2011-2012	\$44,318	\$704,764	6.3%
FY 2012-2013	\$50,016	\$935,437	5.3%
FY 2013-2014	\$61,517	\$959,805	6.4%
FY 2014-2015	\$56,217	\$1,009,926	5.6%

Although 25% is certainly not a hard and fast requirement, the low reserve ratios above substantiate the concerns raised by CEP auditors and the need to obtain additional funding.

- 5) Sustained track record of success. An independent evaluation of CEP's programs conducted in 2015 found substantial improvement in a variety of academic performance measures, including attendance, grades, and classroom behavior. CEP has offered

programs in West Valley City since 2002 and has established consistent growth in fundraising and program offerings during that time.

- 6) Conclusion. The cost savings estimate of \$197,100 is a fair and reasonable estimate of the value realized by the City if the appropriation is made. In addition, there are many potential benefits to the City, both tangible and intangible, that accrue from student participation in CEP programs. For instance, students and parents report high levels of satisfaction with CEP programs, which increases their level of satisfaction and comfort as City residents. The research discussed above identifies several additional benefits which might accrue from participation in afterschool programs, such as improved future earnings potential, lower dropout risks, enhanced academic opportunities, and improved physical fitness. These benefits are not included in the cost savings estimate, but are substantial reasons to believe that the value realized by the City will exceed the cost of the appropriation.

V. Identified Benefits from Proposed Appropriation

Utah law requires this appropriations analysis to identify the benefits that the municipality will receive from the proposed appropriation. The benefits to be received include, but may not be limited to, the following:

- 1) Maintenance of existing afterschool programs producing substantial benefits to City residents.
- 2) Decreased crime rates and criminal justice costs as a result of increased investment in afterschool programs.
- 3) Improved academic performance, physical fitness, and satisfaction with academic outcomes for students.
- 4) Stimulation of additional outside grant money and contributions to benefit City students.
- 5) Increased exposure for City facilities where CEP programs occur, such as the Family Fitness Center and the Utah Cultural Celebration Center.
- 6) Heightened sense of community surrounding neighborhood schools within the City.

VI. Purpose for the Appropriation

As set forth above, the City's purpose for the appropriation would be to enable CEP to continue to offer afterschool programs and educational activities outside school time to residents of West Valley City. The appropriation will enable CEP to continue to attract external grants and contributions to benefit the City, which magnifies the impact of the City's appropriation.

CEP's use of the funds will improve the health, safety, and welfare of the citizens of the City by offering proven, effective afterschool programs that are contributing to positive academic and social outcomes for students. Further, the use of the funds will promote the safety of City residents by offering a meaningful reduction in criminal activity and an accompanying cost savings which, by itself, is sufficient to justify the investment.

VII. Necessity of the Appropriation

As set forth above, the appropriation is required to enable CEP to meet operating reserve requirements and to continue to compensate educators and other professionals providing CEP program services. Absent the appropriation, CEP's annual revenues (currently in excess of one million dollars) would be jeopardized and programs would be reduced or eliminated. By making the appropriation, CEP will be able to continue to grow and continue to meet the objectives of the City Council in a variety of areas, including public safety, education, and citizen engagement.

VIII. Conclusion

Based on the foregoing analysis, it is concluded that the proposed appropriation to CEP would provide for the safety, health, prosperity, moral well-being, peace, order, comfort, and convenience of the inhabitants of West Valley City and that the City is receiving net value in excess of the proposed appropriation.

Item: _____
Fiscal Impact: _____ N/A
Funding Source: _____ N/A
Account #: _____ N/A

Budget Opening Required: ☐

ISSUE:

Application: #GPZ-2-2016
Applicant: Russell Platt
Location: 3579 and 3605 South Redwood Rd.
Size: 7.1 acres

SYNOPSIS:

A zone change from M (Manufacturing) to RM (Residential, Multi-family).

BACKGROUND:

Russell Platt originally submitted a General Plan/zone change application; however, he is now only requesting a zone change. The two subject parcels are located at 3579 and 3605 S Redwood Road and total 7.1 acres. These parcels are currently zoned C-2 (general commercial) for approximately the west 1/3 and M (manufacturing) for the east 2/3rds with a General Plan designation of mixed use (general commercial and high density residential) and medium density residential (7 to 12 units/acre). The proposed zone, which only applies to the portion of the parcels currently zoned M, is RM (residential, multi-family).

The applicant is planning to develop the property into a mix of uses including a restaurant, retail, office and warehouse on the C-2 portion and townhomes on the proposed RM portion. The original concept plan had a proposed density for the residential portion of the project at 13.1 units/acre with 93 townhomes. However, after considering input from staff and the Planning Commission, the applicant has revised the concept plan to provide more driveways that are deep enough to park in. The attached latest concept plan includes 84 townhomes, yielding a density of 12 units/acre that fits under the current General Plan designation of medium density (7 to 12 units/acre). Also included are renderings for the commercial and residential buildings. The existing buildings would be demolished.

While the commercial portion of the proposed project is already zoned C-2, the applicant included information on this portion of the project to show how the two portions would relate to each other. A conditional use application will be required for this commercial portion of the project.

RECOMMENDATION:

The Planning Commission recommends approval subject to a development agreement.

SUBMITTED BY:

Steve Pastorik, Assistant CED Director/Planning Director

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

Draft Date: _____
Date Adopted: _____
Effective Date: _____

**AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A
CHANGE OF ZONE FOR PROPERTY LOCATED AT 3579 AND 3605
SOUTH REDWOOD ROAD FROM M (MANUFACTURING) TO RM
(RESIDENTIAL, MULTI-FAMILY)**

WHEREAS, the West Valley City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zoning change pursuant to Chapter 9 of Title 10, Utah Code Annotated 1953, as amended, and the West Valley City Zoning Ordinance; and

WHEREAS, a public hearing before the City Council of West Valley City was held after being duly advertised as required by law; and

WHEREAS, the City Council of West Valley City finds that such zoning change should be made;

NOW, THEREFORE, BE IT ORDAINED by the City Council of West Valley City, Utah:

SECTION 1. ZONING CHANGE.

The properties described in Application #GPZ-2-2016, filed by Russell Platt and located at 3579 and 3605 South Redwood Road within West Valley City, are hereby classified from zones M (Manufacturing) to RM (Residential, Multi-family), said properties more particularly described as follows:

PARCEL #: 15-34-201-008

BEG 42 RDS S & 53 FT E FR N 1/4 COR OF SEC 34, T 1S, R 1W, SL M; S 10 RDS; E 1267 FT; N 10 RDS; W 1267 FT TO BEG. LESS THE WEST 365’.

PARCEL #: 15-34-201-009

BEG 98 RDS N FR CEN SEC 34 T1S R1W SL MER N 10 RDS E 80 RDS S 10 RDS W 80 RDS TO BEG. LESS THE WEST 419’.

SECTION 2. ZONING MAP AMENDMENT.

The West Valley City Zoning Map shall be amended to show the change.

SECTION 3. EFFECTIVE DATE.

This ordinance shall take effect immediately upon posting, as required by law.

DATED this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

GPZ-2-2016 MINUTES
AUGUST 10, 2016 PLANNING COMMISSION PUBLIC HEARING

GPZ-2-2016

Russ Platt

3579 and 3605 S Redwood Road

General Plan change from medium density residential to high density residential

Zone Change from M to RM

7.1 acres

Russ Platt has submitted a General Plan/zone change application for two parcels totaling 7.1 acres located at 3579 and 3605 S Redwood Road. The parcels are currently zoned C-2 (general commercial) for approximately the west 1/3 and M (manufacturing) for the east 2/3rds with a General Plan designation of mixed use (general commercial and high density residential) and medium density residential (7 to 12 units/acre). The proposed zone is RM (residential, multi-family) and the proposed General Plan designation is high density residential (12 to 20 units/acre). The proposed change only applies to the portion of the parcels currently zoned M.

Surrounding zones include M to the north, C-2 to the west, R-1-7 (single family residential, minimum lot size 7,000 square feet) to the south and R-1-6 (single family residential, minimum lot size 6,000 square feet) to the east. Surrounding land uses include a shopping center and a few homes to the north, single family homes to the east and south and commercial to the west.

The applicant is planning to develop the property into a mix of uses including a restaurant, retail, office and warehouse on the C-2 portion and townhomes on the proposed RM portion. The original concept plan, which is attached, had a proposed density for the residential portion of the project at 13.1 units/acre with 93 townhomes. However, after considering input from staff and the Planning Commission, the applicant has revised the concept plan to provide more driveways that are deep enough to park in. The attached latest concept plan includes 84 townhomes, yielding a density of 12 units/acre. Also included are elevations and renderings for the commercial and residential buildings along with floor plans of the residential buildings. The existing buildings would be demolished. More details about the proposal are covered below under the development agreement discussion.

While the commercial portion of the proposed project is already zoned C-2, the applicant included information on this portion of the project to show how the two portions would relate to each other. A conditional use application will be required for this commercial portion of the project.

As the Commission evaluates this application, there are essentially the following three questions to consider:

- Should the zoning be changed to RM to allow for townhomes on this property?
- Should the General Plan be changed to allow the density to exceed 12 unit/acre?
- Is the proposed quality of the development sufficient to meet the goals of the City?

Each of these questions is addressed below.

Should the property be rezoned to RM?

By ordinance, zone changes to the RM Zone can only be considered by the City if the following three conditions are met:

1. For properties without existing structures which are proposed to be developed, the property must be a minimum of two acres and the density must not exceed twelve units per acre. For properties with existing structures proposed to be redeveloped, there is no minimum acreage requirement, but the density must not exceed twenty units per acre.
2. The property shall either i) have access and frontage on a street with a planned right-of-way width of at least 80' (for properties under two acres) or 100' (for properties two acres or larger) as indicated on the Major Street Plan or ii) be adjacent to existing multi-family residential development on two sides.
3. A development agreement must be proposed with the zone change application that addresses dwelling unit sizes, exterior materials, architecture, landscaping and project amenities.

This application meets the first two conditions in that the property has existing structures (a warehouse and a home converted to commercial use) and has access and frontage on Redwood Road, which has a planned right-of-way width of 115'. On the third condition, the following was proposed by the applicant:

- Dwelling unit sizes: The minimum townhome size will be between 1,800. The two story units will also have basements.
- Exterior materials: Exterior materials will be fiber cement siding, stone and stucco.
- Architecture: The proposed architecture is portrayed in the attached elevations and renderings. Both the commercial and residential buildings are very modern.
- Landscaping: Open space represents 51% of the site.
- Project amenities: Project amenities include 2 car garages for each unit, 9' ceilings, solid surface countertops, courtyards, decks, ground level patios, balconies, private garden spaces, rooftop patio areas, a BBQ area, a pavilion, a tot lot, a sports court, an entry feature and vinyl perimeter fencing.

After reviewing the architecture, there are some areas of concern that staff has raised with the applicant. At the time this report was written, staff was awaiting revisions from the applicant.

Given that the property is eligible to be rezoned to RM, staff believes RM zoning is appropriate at this location for the following reasons:

- The General Plan currently anticipates multi-family at this location.
- There are no stub streets to the single family neighborhood to the east.
- This property is similar to other properties along the east side of Redwood Road between 3500 S and 4100 S where the City has rezoned the property to allow for a mix of residential developments situated between commercial along Redwood Road to the west

and single family detached homes to the east. Each of these projects has been well maintained. These projects are listed below:

- Millburn Manor – This small lot single family PUD with 56 homes is behind AA Callisters and has a density of 6.9 units/acre.
- Compass Renaissance Townhomes – This development of 96 townhomes at 3715 S has a density of 11.8 units/acre.
- Gates at Kingspointe – The project includes 3 story condos and 2 story townhomes and has 84 total units with a density of 15.1 units/acre.
- Truong Townhomes – This project, also submitted by Russ Platt, has 77 townhomes with a density of 12 units/acre.
- The Salt Lake County Assessor shows home values in the \$170,000 to \$245,000 range for the Kingspointe subdivision to the east and \$200,000 to \$230,000 for the Millburn Manor subdivision to the south. According to the applicant, the proposed townhomes would sell between \$235,000 to \$299,000.
- Redwood Road is a 106' right-of-way, seven lane arterial street that is serviced by UTA bus route 217.
- Average annual daily traffic (AADT) in 2014 for this section of Redwood Road was 30,590. A seven lane arterial can handle a traffic volume of 40,000 at a level of service (LOS) C and 46,000 at an LOS D. According to the Institute of Transportation Engineers, townhomes generate 5.81 trips per day.

Should the General Plan be changed to allow the density to exceed 12 unit/acre?

As indicated above, the density of the original proposal was just over 13 units/acre which required a General Plan change. However, after working with staff, the latest concept is now at 12 units/acre. Therefore, the General Plan change is no longer needed.

Is the proposed quality of the development sufficient to meet the goals of the City?

Dwelling Unit Sizes

The proposed sizes are comparable to or larger than other recently approved townhome developments. The proposed sizes exceed the minimums the Planning Commission recently recommended to the City Council.

Exterior Materials

Exterior materials will be fiber cement siding, stone and stucco. In the revised multi-family design standards recently approved by the Planning Commission, a requirement of 20% brick or stone was added for projects that utilize fiber cement siding or stucco. Staff has raised this issue with the applicant and is awaiting revisions.

Architecture

The architecture will be subject to the City's multi-family residential design standards. Assuming this application is approved, a comprehensive review of the building plans will verify compliance with the design standards. Based on a preliminary review of the elevations, staff relayed several comments to the applicant. Staff anticipates receiving updated elevations before the public hearing.

Landscaping/Open Space

The condominium ordinance includes the following language: “Open space shall be provided and shall not be less than 50 percent of the site area in residential condominiums which contain multiple unit structures having three or more units per structure. Reduction may be made to this percentage of required open space by the Planning Commission and upon a showing that the open space in the site area will provide amenities; which will substantially meet the needs of future residents.” The proposed amount of open space is 51%. More detailed landscape plans will be required as part of the subdivision review process.

Project Amenities

The City’s multi-family residential design standards require projects with 76 to 99 units to include at least four amenities from a list included in the ordinance. The following amenities are ones proposed by the applicant that count toward the four required: courtyards, garages, private patio or balcony for each unit, tot lot, sport court and pavilion. Other amenities are also proposed as described in the previous section.

Staff Alternatives:

1. Approval of the zone change only. The General Plan should remain medium density residential. This approval is subject to a development agreement that includes:
 - a. All of the commitments made by the applicant and
 - b. The following additions recommended by staff:
 - i. The density shall be capped at 12 units/acre.
 - ii. No fence shall be required between the commercial and residential portions of the development.
2. Continuance, for reasons determined during the public hearing.
3. Denial.

Applicant:

Russell Platt
1759 East 4620 South Millcreek

Discussion: Russell Platt said a few blocks to the south is another very successful townhome development. Sales started at \$179,000 two years ago. The townhomes are now selling for \$235,000. These townhomes are almost sold out and Russell Platt is eager to begin another development.

Russell Platt said the modern look of the townhomes will extend to the interiors as well. Features include metal horizontal or glass railings, large windows that come to within 18’ of the floor, and 9’ ceilings. It doesn’t cost much more to do these things. Some of the views from the 2nd and 3rd floors are spectacular.

Merilee Hawthorne, 1512 Kenlock Way, asked how much space will be between her fence on the South side and where the townhomes begin? Steve Pastorik said it varies between 15 and 20 feet.

Maryanne Callister, AA Callister Corp, is concerned with not having some type of wall or fence between AA Callister and the townhomes. AA Callister stores products such as hay and wood shavings outside, and a fence would help to keep these from being stolen. Steve Pastorik answered that the development agreement specifies that the residential portion of the property be fenced on the south, east, and north sides. There is no requirement for fencing between the two commercial uses. Steve Pastorik said generally the requirement to put in a masonry wall falls on a commercial property coming in next to residential. Commissioner Meaders stated when there are two commercial properties next to each other, it is up to the property owners to figure out fencing.

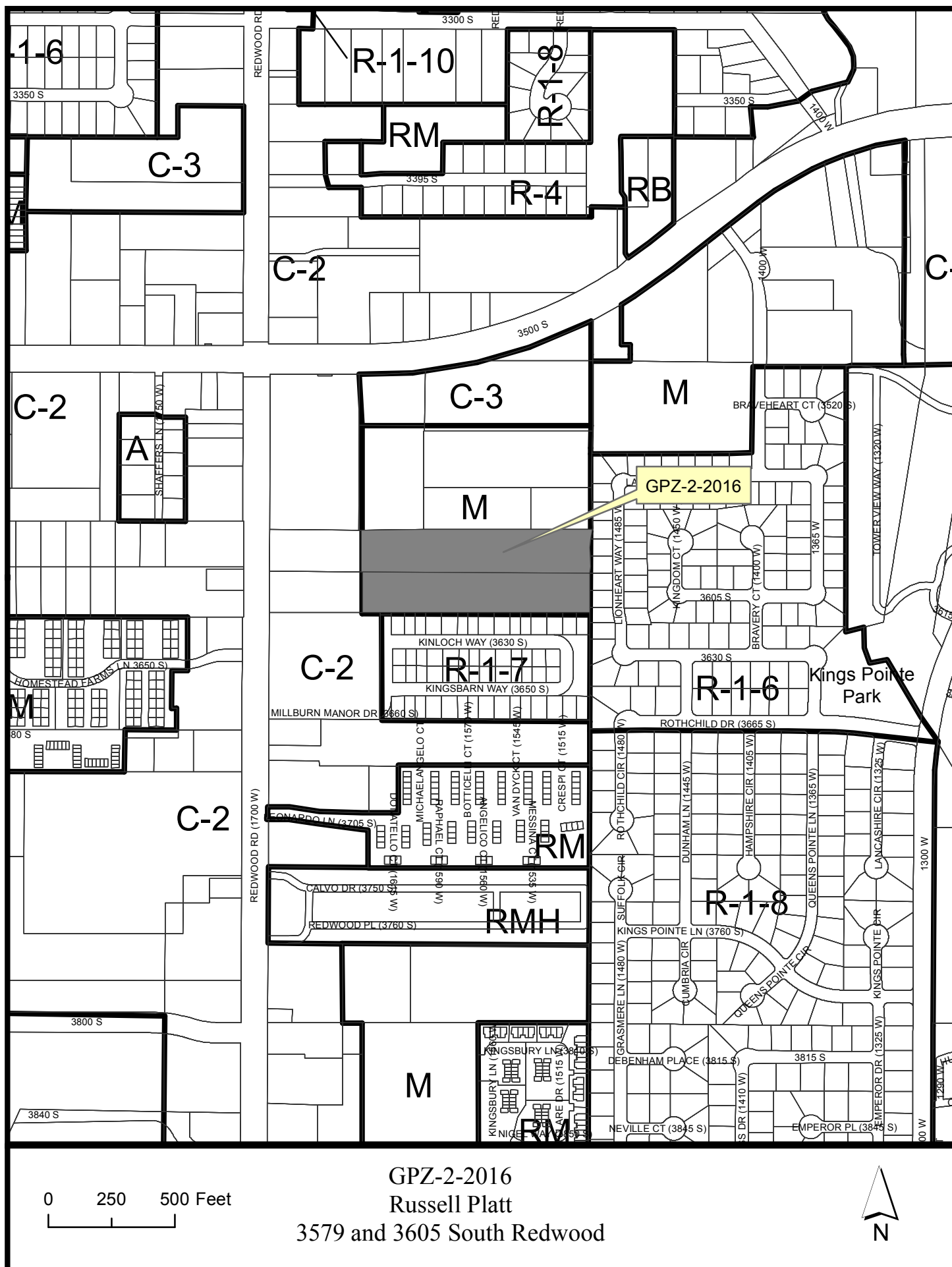
Motion: Commissioner Matheson moved to approve the zone change only for GPZ-2-2016 subject to the development agreement and all of the commitments made by the applicant. The General Plan for this area will remain medium density. Density shall be capped at 12 units per acre. No fence is required between the commercial portions of the development.

Commissioner Lovato seconded the motion.

Roll call vote:

Commissioner Fuller	Yes
Commissioner Lovato	Yes
Commissioner Matheson	Yes
Commissioner McEwen	Yes
Chair Meaders	Yes
Commissioner Tupou	Yes
Commissioner Woodruff	Yes

Unanimous – GPZ-2-2016 – Approved



[illegible]

GPZ-2-2016 Petition by **RUSSELL PLATT** requesting a **General Plan change** from Medium Density Residential to High Density Residential and a **zone change** from M (Manufacturing) to RM (Residential, Multi-family). The property is located 3579 and 3605 South Redwood Rd on 7.1 acres. (Staff – **Steve Pastorik** at 801-963-3545)



GPZ-2-2016 Petition by **RUSSELL PLATT** requesting a **General Plan change** from Medium Density Residential to High Density Residential and a **zone change** from M (Manufacturing) to RM (Residential, Multi-family). The property is located 3579 and 3605 South Redwood Rd on 7.1 acres. (Staff – **Steve Pastorik** at 801-963-3545)



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0 25' 50' 75'



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ARCH

RPA
RUSSELL PLATT ARCHITECTURE
4141 HIGHLAND DRIVE SUITE 111
HOLLADAY, UTAH 84017
801-580-0181

WEST VALLEY TOWNHOMES
3600 SOUTH REDWOOD RD
WEST VALLEY CITY, UTAH

07.11.2016		
#	REV	DATE

SHEET TITLE
ARCH
DRAWINGS

SHEET NUMBER
A104

GPZ-2-2016 Petition by **RUSSELL PLATT** requesting a **General Plan change** from Medium Density Residential to High Density Residential and a **zone change** from M (Manufacturing) to RM (Residential, Multi-family). The property is located 3579 and 3605 South Redwood Rd on 7.1 acres. (Staff – **Steve Pastorik** at 801-963-3545)



RPA
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4141 HIGHLAND DRIVE SUITE 111
HOLLADAY, UTAH 84017
801-580-0181

WEST VALLEY TOWNHOMES
3600 SOUTH REDWOOD RD
WEST VALLEY CITY, UTAH

07.11.2016
REV. DATE

SHEET TITLE

ARCH
DRAWINGS

SHEET NUMBER

A104

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801-963-0181
HOLLADAY, UTAH 84117

RPA
RUSSELL PLATT ARCHITECTURE
4141 HIGHLAND DRIVE SUITE 111

WEST VALLEY TOWNHOMES
3600 SOUTH REDWOOD RD
WEST VALLEY CITY, UTAH

07.11.2016

REV DATE

SHEET TITLE

ARCH

DRAWINGS

SHEET NUMBER

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RPA
RUSSELL PLATT ARCHITECTURE
4141 HIGHLAND DRIVE SUITE 111
HOUSTON, TEXAS 77057

WEST VALLEY TOWNHOMES
3600 SOUTH REDWOOD RD
WEST VALLEY CITY, UTAH

07.11.2016

#	REV.	DATE

SHEET TITLE
ARCH.
DRAWINGS

SHEET NUMBER

A104

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RPA
RUSSELL PLATT ARCHITECTURE
4141 HIGHLAND DRIVE SUITE 111
HOLLYDAY, UT 84043
801-580-0181

WEST VALLEY TOWNHOMES
3600 SOUTH REDWOOD RD
WEST VALLEY CITY, UTAH

07.11.2016

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SHEET TITLE

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DRAWINGS

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4141 HIGHLAND DRIVE SUITE 111
HOLLYDAY, UT 84043
801-580-0181

WEST VALLEY TOWNHOMES
3600 SOUTH REDWOOD RD
WEST VALLEY CITY, UTAH

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Item: _____
Fiscal Impact: _____ N/A
Funding Source: _____ N/A
Account #: _____ N/A
Budget Opening Required: ☐

ISSUE:

A resolution authorizing the City to enter into a development agreement with Truong Properties, LLC.

SYNOPSIS:

This resolution authorizes a development agreement between the City and Truong Properties, LLC to establish minimum standards for a townhome and commercial development at 3579 and 3605 South Redwood Road.

BACKGROUND:

Russell Platt, representing Truong Properties, LLC, has submitted an application (GPZ-2-2016) on 7.1 acres to change the zoning from M (manufacturing) to RM (residential, multi-family) on the subject property. The Planning Commission recommended approval of the zone change subject to a development agreement.

Below is a list of some of the main points from the development agreement.

1. The density will be limited to 12 units/acre.
2. The minimum townhome size will be 1,800 sq. ft.
3. All townhomes will have a 2 car garage.
4. All townhomes will include a ground level patio and balcony.
5. Exterior materials will be stone, fiber cement siding and stucco.
6. Amenities will include courtyards, private garden spaces, a BBQ area, a pavilion, rooftop patios for at least 20 townhome units, a tot lot, a sports court and an entry feature.
7. The townhomes and commercial buildings will be built substantially like the renderings included with the development agreement.

RECOMMENDATION:

The Planning Commission recommends approval to the City Council.

SUBMITTED BY:

Steve Pastorik, Assistant CED Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO
A DEVELOPMENT AGREEMENT WITH TRUONG
PROPERTIES, LLC FOR APPROXIMATELY 9.6 ACRES OF
PROPERTY LOCATED AT 3579 AND 3605 SOUTH REDWOOD
ROAD.**

WHEREAS, Truong Properties, LLC (herein “Developer”) owns real property within the limits of West Valley City, Utah, on which it proposes to build new townhomes and commercial buildings (herein the “Project”); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding development agreement (herein “Agreement”); and

WHEREAS, Developer is willing to design and develop the Project in a manner that is in harmony with the City’s Master Plan and long-range development objectives, and which addresses the more specific planning issues set forth in this Agreement; and

WHEREAS, West Valley City, acting pursuant to its authority under §10-9a-101 *et seq.*, Utah Code Annotated 1953, as amended, and City ordinances and land-use policies, has made certain determinations with respect to the proposed Project, and in the exercise of its legislative discretion, has elected to approve this Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement between West Valley City and Developer is hereby approved in substantially the form attached, and that the Mayor and City Manager are hereby authorized to execute said Agreement for and on behalf of the City, upon approval of the final form of the Agreement by the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the “Agreement”) is entered into this _____ day of _____, 20____, by and between Truong Properties, LLC, a Utah limited liability company, (herein “Developer”) for the land to be included in or affected by the project located at approximately 3579 South Redwood Road and 3605 South Redwood Road in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the “City”).

RECITALS

WHEREAS, Developer owns approximately 9.6 acres of real property located at approximately 3579 South Redwood Road and 3605 South Redwood Road in West Valley City, Utah, as described in Exhibit “A” (the “Property”), on which Developer proposes to establish minimum standards for a new multifamily housing and commercial development (the “Project”); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding Agreement; and

WHEREAS, Developer is willing to restrict the property in a manner that is in harmony with the objectives of the City’s master plan and long-range development objectives, and which addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

WHEREAS, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, U.C.A. §10-9a-101, *et seq.*, and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property.** The legal description of the Property contained within the Project boundaries is attached as Exhibit “A.” No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Design and Construction Standards.** Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with the City's design and construction standards.

4. **Specific Design Conditions.** The Project shall be developed and constructed as set forth in the specific design conditions set forth in Exhibits "B", "C", and "D". The Project shall also comply with all requirements set forth in the minutes of the Planning Commission and City Council hearings on this matter.

5. **Agreement to Run With the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

7. **No Joint Venture, Partnership or Third Party Rights.** This Agreement neither creates any joint venture, partnership, undertaking or business arrangement between the parties hereto nor conveys any rights or benefits to third parties, except as expressly provided herein.

8. **Integration, Modification, and Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

DEVELOPER

By: _____

Its: _____

State of _____)

:SS

County of _____)

On this _____ day of _____, 2016, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that he is the _____ of _____, a limited liability company, and that said document was signed by him in behalf of said limited liability company by authority of its bylaws or a Resolution of its Board of Directors, and he acknowledged to me that said limited liability company executed the same.

Notary Public

EXHIBIT A

Legal Description

Parcel #: 15-34-201-008

BEG 42 RDS S & 53 FT E FR N 1/4 COR OF SEC 34, T 1S, R 1W, SLM; S 10 RDS; E 1267 FT; N 10 RDS; W 1267 FT TO BEG. 4.8 AC

Parcel #: 15-34-201-009

BEG 98 RDS N FR CEN SEC 34 T1S R1W SL MER N 10 RDS E 80 RDS S 10 RDS W 80 RDS TO BEG LESS STREET 4.784 AC

EXHIBIT B

Development Standards

1. The density of the property zoned RM shall be limited to 12 units/acre.
2. The minimum size for all townhomes shall be 1,800 square feet above grade excluding the garage.
3. Exterior materials for all townhomes shall be stone, fiber cement siding and stucco.
4. All townhomes shall have a 2 car garage.
5. All townhome buildings shall be built substantially like the renderings in Exhibit C.
6. At least 50% of the site shall be open space.
7. At least two different exterior color schemes shall be used to provide variety between buildings.
8. Interior townhome features shall include 9' ceilings and solid surface countertops.
9. A 6' tall, vinyl fence shall be installed along the south, east and north boundaries of the residential portion of the development where such fence does not already exist. No fence shall be required between the residential and commercial portions of the development.
10. All townhomes shall include a ground level patio and balcony.
11. Project amenities shall include courtyards, private garden spaces, a BBQ area, a pavilion, rooftop patios for at least 20 townhome units, a tot lot, a sports court and an entry feature. The details of these amenities shall be determined during the subdivision review process.
12. The commercial buildings shall be built substantially like the renderings in Exhibit D.
13. A conditional use permit is required for the commercial portion of the project.

EXHIBIT C

Residential Renderings

EXHIBIT D

Commercial Renderings



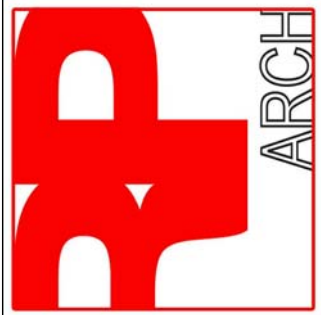












RPA
RUSSELL PLATT ARCHITECTURE
4141 HIGHLAND DRIVE SUITE 111
HOLLADAY, UTAH 84117
801-580-0181

WEST VALLEY TOWNHOMES
3600 SOUTH REDWOOD RD
WEST VALLEY CITY, UTAH

07.11.2016

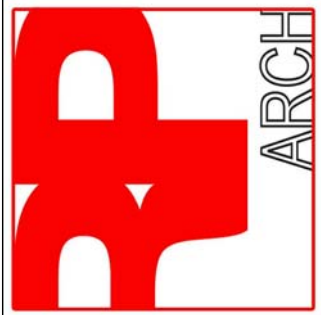
#	REV.	Date

SHEET TITLE

ARCH.
DRAWINGS

SHEET NUMBER

A104



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RUSSELL PLATT ARCHITECTURE
4141 HIGHLAND DRIVE SUITE 111
HOLLADAY, UTAH 84117
801-580-0181

WEST VALLEY TOWNHOMES
3600 SOUTH REDWOOD RD
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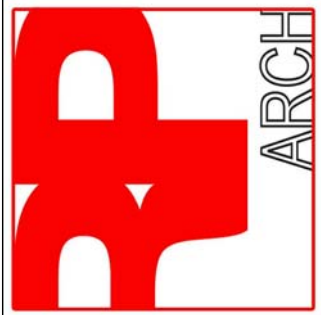
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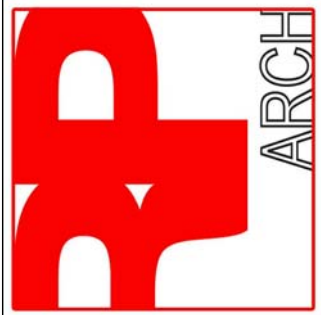
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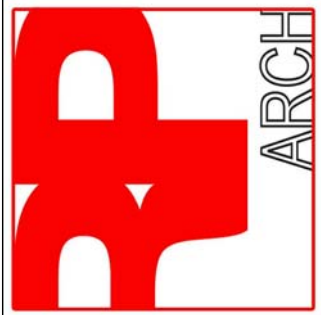
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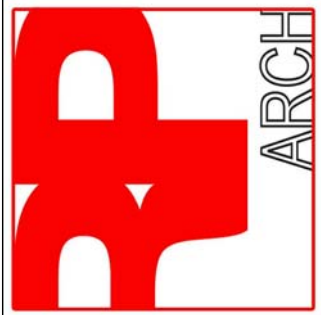
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ARCH.
DRAWINGS

SHEET NUMBER

A104



West Valley City Community Development Block Grant Projects FY 2016-2017
- With Substantial Amendment to the 2016 ConPlan AAP

2016-2017 CDBG Entitlement Grant	\$1,213,230
Program Income estimation (not yet received)	\$66,480
Unallocated funds	\$900,000

Total Budget	\$2,179,710
---------------------	--------------------

**FY 2016-2017
Final Budget**

Neighborhoods & Infrastructure 2016-2017

1	West Valley City Community Preservation - Code Enforcement	\$138,120
2	West Valley City Down Payment Assistance	\$40,000
3	West Valley City Home Rehabilitation Programs (All)	\$200,000
4	West Valley City Home Facelift Program/Idea Houses - with CDCU	\$150,000
5	Family Support Center - WVC Facility updates	\$12,740
6	Odyssey House - HVAC update	\$8,860
7	South Valley Sanctuary - Shelter Repairs	\$10,000
8	Refugee & Immigrant Center (Asian Assoc.) - Energy Bldg. Project	\$11,360
9	Lehman Avenue Project	\$900,000
TOTAL		\$1,471,080

Other Activities 2016-2017

1	Section 108 Loan- Harvey Street	\$284,000
TOTAL		\$284,000

Public Services (15% Cap) 2016-2017

1	West Valley City Family Fitness Center - Scholarships/Sponsorship	\$6,000
2	West Valley City Victim Services - DV assistance	\$12,000
3	West Valley City P.D. - Community Services Division (CDBG Officers)	\$60,000
4	Salt Lake Community Action Program - Redwood Food Pantry	\$6,500
5	West Valley City Neighborhood Services - Neigh. Watch/NNO	\$12,000
6	South Valley Sanctuary - Domestic Violence Shelter	\$15,000
7	United Way 2-1-1	\$10,000
8	Family Support Center - Crisis Nursery	\$8,500
9	Big Brothers Big Sisters of Utah - Youth Mentoring Program	\$3,000
10	Legal Aid Society - Domestic Violence Victim Assistance	\$8,000
11	People Helping People - Employment Program	\$4,096
12	YWCA - Women in Jeopardy Program	\$8,000
13	West Valley City UCCC - Economic Develop. Event (University Mash-up)	\$8,000
14	Helping Hands/The Haven - Sober Living Program	\$8,000
15	English Skills Learning Center - ESL & Citizenship programs	\$6,444
16	The Road Home - Resource Center/Community Shelter	\$6,444
TOTAL		\$181,984

Administrative Costs (20% Cap) 2016-2017

1	Administrative Costs	\$242,646
TOTAL		\$242,646

GRAND TOTAL	\$2,179,710
--------------------	--------------------

Item:	Substantial Amendment
Fiscal Impact:	<u>\$900,000</u>
Funding Source:	<u>CDBG</u>
Account #:	<u>60-6081</u>
Budget Opening Required:	<u>Yes</u>

ISSUE:

To approve a Substantial Amendment to the Consolidated Plan 2015 Annual Action Plan for the Community Development Block Grant (CDBG) program and an increase in funds for the FY2016-2017 budget. The substantial amendment will contain the addition of the “Lehman Avenue Project” and the increase in the FY2016-2017 budget by \$900,000 in unallocated funds.

SYNOPSIS:

Under the Lehman Avenue Project, West Valley City proposes to partner with the Housing Authority of Salt Lake County (HACSL) and the West Valley City Housing Authority (WVCHA) to redevelop 118 aging residential units in a blighted area, into a mixed income, transit oriented residential development. HACSL already owns 100 of the existing units, so CDBG funds will be used in conjunction with WVCHA funds to acquire the remaining 18 units, relocate the tenants within these units and demolish the 18 units, providing clearance for the new development. The Lehman Avenue Project will be new to West Valley City and therefore was not originally included in the approved 2016-2017 Annual Action Plan or FY 2016-2017 CDBG budget, submitted to the Department of Housing and Urban Development (HUD). It also seeks to utilize \$900,000 in unallocated CDBG funds, which exceeds 50% of the current annual entitlement. Under 24 CFR 91.505 and the approved West Valley City Citizen Participation Plan for Federal Grant Programs, such changes constitute a substantial amendment. The substantial amendment to the Consolidated Plan 2015 Annual Action Plan 2016-2017 does the following:

1. Addition of project to approved plan: West Valley City proposes to add the Lehman Avenue Project to the list of projects that will be undertaken during FY 2016-2017 using, in part, CDBG funds.
2. Increase in funding: West Valley City would like to assign \$900,000 of unallocated CDBG funds to the Lehman Avenue Project.

BACKGROUND:

24 CFR 91.505 (a) states that the jurisdiction shall amend its approved plan whenever it makes one of the following decisions:

- (1) To make a change in its allocation priorities or a change in the method of distribution of funds.
- (2) To carry out an activity, using funds from any program covered by the consolidated plan (including program income) not previously described in the action plan and/or
- (3) To change the purpose, scope, location or beneficiaries of an activity

24CFR 91.105 states that the jurisdiction shall adopt a citizen participation plan and specify criteria for determine what changes constitute a substantial amendment. Under the approved West Valley City Citizen Participation Plan a substantial amendment is applicable under any of the following circumstances:

- (1) The proposed amendment requires prior HUD approval
- (2) The amount involved in the proposed amendment exceeds 50% of the total annual entitlement
- (3) The proposed amendment deletes an activity described in the consolidated plan and/or
- (4) The proposed amendment adds an activity not described in the consolidated plan

In this process West Valley City must provide citizens with reasonable notice and an opportunity to comment on the substantial amendment. The City must provide a period, not less than 30 days, to receive comments on the substantial amendment before the amendment is implemented and must be approved by City Council at a public hearing. As stated under 24 CFR 91.105 (c) (1), (2) and (3) and the West Valley City Citizen Participation Plan for Federal Grant Programs.

RECOMMENDATION:

Approve the attached Resolution

SUBMITTED BY:

Heather Royall, West Valley City Assistant Grants Administrator

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE SUBMISSION OF A
SUBSTANTIAL AMENDMENT TO THE CONSOLIDATED
PLAN 2015 ANNUAL ACTION PLAN FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM TO THE U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT.**

WHEREAS, West Valley City receives funds annually from the U.S. Department of Housing and Urban Development (HUD) for Community Development Block Grants (CDBG); and

WHEREAS, the City desires to submit a substantial amendment (“Amendment”) to HUD for approval to add the Lehman Avenue Project and increase the allocated funds for the 2016-2017 budget by \$900,000.00; and

WHEREAS, an Amendment to the Consolidated Plan 2015 Action Plan has been prepared for submission to HUD; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety, and welfare of the citizens of West Valley City to authorize the submission of this Amendment to HUD; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Amendment is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Amendment for and on behalf of West Valley City subject to approval of the final form of the Amendment by the City Manager and the City Attorney’s Office.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item: 16-148

Fiscal Impact: \$ 21,000,000

Funding Source: Revenue & Refunding Bonds

Account #: _____

Budget Opening Required: ☒

ISSUE:

A resolution of the City Council of West Valley City; approving a contribution agreement by and between the City and the Redevelopment Agency of West Valley City; authorizing and approving the issuance by the Agency of its not to \$21,000,000 Revenue Refunding Bonds for the purpose of financing the project and refunding all or a portion of its prior obligations; authorizing the taking of all other action necessary to the consummation of transactions contemplated by this resolution; and related matters.

SYNOPSIS:

Analysis of existing debt and economic conditions has identified significant benefits to the city by refunding all or a portion of the outstanding Revenue and Refunding Bonds.

BACKGROUND:

The City desires to execute a Contribution Agreement to be entered into by the City and the Redevelopment Agency whereby the City will agree to pledge certain franchise tax moneys to be received by the City to assist in repaying the bonds and the Redevelopment Agency will agree to use the tax increment revenues and lease payments from the project financed with the proceeds of the Refunded Bonds previously to pay or repay to the City amounts sufficient to pay amounts due with respect to the Bonds.

RECOMMENDATION:

Determine that completion of this transaction will provide substantial benefit to the City and its constituents.

SUBMITTED BY:

West Valley City, Utah

September 13, 2016

The City Council (the “Council”) of West Valley City (the “City”), met in regular session in West Valley City, Utah, on September 13, 2016, at 6:30 p.m., with the following Councilmembers being present:

Ron Bigelow	Mayor
Karen Lang	Councilmember
Don Christensen	Councilmember
Tom Huynh	Councilmember
Lars Nordfelt	Councilmember
Steve Buhler	Councilmember
Steve Vincent	Councilmember

Also present:

Wayne Pyle	City Manager
Jim Welch	City Finance Director
J. Eric Bunderson	City Attorney
Nichole Camac	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, a Certificate of Compliance with Open Meeting Law with respect to this September 13, 2016 meeting was presented to the Council, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in writing, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, adopted by the following vote:

Those voting AYE:

Those voting NAY:

The resolution was then signed by the Mayor. The resolution is as follows:

RESOLUTION NO. 16-148

A RESOLUTION OF THE CITY COUNCIL OF WEST VALLEY CITY, UTAH (THE “CITY”) APPROVING A CONTRIBUTION AGREEMENT BY AND BETWEEN THE CITY AND THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH (THE “AGENCY”); AUTHORIZING AND APPROVING THE ISSUANCE BY THE AGENCY OF ITS NOT TO EXCEED \$21,000,000 REVENUE REFUNDING BONDS FOR THE PURPOSE OF FINANCING ALL OR A PART OF A REDEVELOPMENT PROJECT AND/OR REFUNDING ALL OR A PORTION OF ITS PRIOR OBLIGATIONS; AUTHORIZING THE TAKING OF ALL OTHER ACTION NECESSARY TO THE CONSUMMATION OF TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the Redevelopment Agency of West Valley City, Utah (the “Agency”), is a redevelopment agency (a public body, corporate and politic) duly created and established by West Valley City, Utah (the “City”) and authorized to transact business and exercise its powers, all under and pursuant to the Limited Purpose Local Government Entities—Community Reinvestment Agency Act, Title 17C, Chapters 1-5, Utah Code Annotated 1953, as amended (the “Redevelopment Act”) and the powers of such Agency include the power to issue bonds for any of its corporate purposes; and

WHEREAS, the Agency has previously issued and has outstanding its (i) Tax Increment and Sales Tax Revenue Bonds, Series 2009 (the “Series 2009 Bonds”), (ii) Franchise Tax and Tax Increment Revenue Refunding Bonds, Series 2010A (the “Series 2010A Bonds”); (iii) Franchise Tax and Tax Increment Revenue Bonds, Series 2010B (Federally Taxable—Issuer Subsidy—Build America Bonds) (the “Series 2010B Bonds”), (iv) Subordinate Tax Increment and Subordinate Sales Tax Revenue Bonds, Series 2012 (the “Series 2012 Bonds”), and its (v) Taxable Subordinate Tax Increment Revenue Bonds, Series 2014 (the “Series 2014 Bonds,” and together with the Series 2009 Bonds, the Series 2010A Bonds, the Series 2010B Bonds, the Series 2012 Bonds, the “Outstanding RDA Bonds”); and

WHEREAS, in order to continue the efficient financing of the projects financed with the proceeds of the Outstanding RDA Bonds (collectively, the “Project”), the Board of the Agency has determined that it would be in furtherance of its public purposes to issue (i) not more than \$21,000,000 of Revenue Refunding Bonds (the “Revenue Bonds”) and (ii) not more than \$26,000,000 of Tax Increment Revenue Refunding Bonds (the “TIF Bonds”) (each to be issued in one or more series and with such additional or alternate designations as the Board may determine) to provide funds (a) to refund and retire all or a portion of the Outstanding RDA Bonds (such bonds selected for refunding referred to herein as the “Refunded Bonds”) and/or (b) to provide all or a portion of funds to acquire property as well as certain improvements within the Project Area, all to promote economic and community development within the Project Area (collectively, the

“2016 Project”), (c) to fund a debt service reserve fund, if necessary, and (d) to pay costs of issuance of such bonds; and

WHEREAS, the Board of the Agency on the date hereof has adopted or will adopt a resolution (the “RDA Resolution”) authorizing the issuance of the Revenue Bonds for the purposes described in the preceding clause pursuant to an Indenture of Trust and Pledge (the “Indenture”), substantially in the form attached hereto as Exhibit B; and

WHEREAS, the City does hereby find and determine it to be advisable and in the best business and proprietary interests of the City and its inhabitants to assist the Agency with the refinancing of the Refunded Bonds (the “Refinance”) and the funding of the 2016 Project; and

WHEREAS, in furtherance of the Refinance and the funding of the 2016 Project, the City desires to execute a Contribution Agreement (the “Contribution Agreement”) in substantially the form attached hereto as Exhibit C, to be entered into by the City and the Agency whereby the City will agree to pledge certain franchise tax moneys to be received by the City to assist in repaying the Revenue Bonds and the Agency will agree to use the tax increment revenues from the Project financed with the proceeds of the Refunded Bonds previously pledged to the Refunded Bonds, to the extent available and after payment of the TIF Bonds, to pay or repay to the City amounts sufficient to pay amounts due with respect to the Revenue Bonds; and

WHEREAS, the Council desires to approve the Contribution Agreement and to authorize its execution and delivery for and on behalf of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WEST VALLEY CITY, UTAH AS FOLLOWS:

Section 1. The terms defined or described in the recitals hereto shall have the same meanings assigned thereto when used in the body of this resolution.

Section 2. All actions heretofore taken not inconsistent with the provisions of this resolution by the officers and staff of the Agency and the City directed toward the consummation of the transactions contemplated herein are hereby ratified, approved and confirmed.

Section 3. The City hereby authorizes and approves the issuance of the Revenue Bonds by the Agency for the purposes of (a) refunding the Refunded Bonds, and/or (b) providing funds for the 2016 Project, (c) funding a debt service reserve fund, if necessary, and (d) paying costs of issuance of the Revenue Bonds.

Section 4. As required by the Redevelopment Act, the Revenue Bonds shall be made payable as to both principal and interest solely from the income, proceeds, revenue and funds of the Agency, as designated by the Indenture and the RDA Resolution, particularly the assistance from the City pursuant to the Contribution Agreement.

Section 5. The Council hereby finds and determines that it is in the best business and proprietary interests of the residents of the City for the Agency to refund the Refunded Bonds and provide funds for the 2016 Project and the Agency and the City to execute and deliver the Contribution Agreement and that such Agreement is necessary and in furtherance of the purposes of the City and the Agency and of the health, safety and welfare of the citizens of the City.

Section 6. The Contribution Agreement in substantially the form presented to the Council at this meeting is in all respects authorized, approved and confirmed. The Mayor is hereby authorized to execute and the City Recorder to attest and to affix the seal of the City to the Contribution Agreement on the date hereof and such officers are authorized to deliver the same on behalf of the City.

Section 7. The appropriate officers of the City and the Agency are authorized to take all action necessary or reasonably required to carry out, give effect to and consummate the transaction contemplated hereby and are authorized to take all action necessary in conformity with State law to refund the Refunded Bonds and assist in the financing of the 2016 Project including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Bonds and the execution of the Contribution Agreement.

Section 8. With the consent of bond counsel and the Agency's counsel, the Mayor is hereby authorized to make any alterations, changes or additions in the Contribution Agreement herein approved and authorized necessary to correct errors or omissions therein, to remove ambiguities therefrom, or to conform the same to the provisions of the Indenture, to the provisions of this resolution, or the provisions of the laws of the State of Utah or the United States, the execution of which shall conclusively establish said approval of the Mayor.

Section 9. Upon their issuance, the Revenue Bonds will constitute special limited obligations of the Agency payable solely from and to the extent of the sources set forth in the Indenture. No provision of this resolution, the Contribution Agreement, the Indenture, the Revenue Bonds, nor any other instrument, shall be construed as creating a general obligation of the Agency, the City, the State of Utah or any political subdivision thereof, nor as incurring or creating a charge upon the general credit of the Agency or the City.

Section 10. If any provisions of this resolution should be held invalid, the invalidity of such provisions shall not affect the validity of any of the other provisions of this resolution.

Section 11. After any of the Revenue Bonds are issued and upon receipt of payment therefor, this resolution shall be and remain irrevocable until the principal of and interest on the Revenue Bonds are, or are deemed to have been, fully discharged in accordance with the terms and conditions of the Indenture.

Section 12. This resolution shall become effective immediately upon its adoption.

Section 13. All bylaws, orders and resolutions of the City or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as revising any bylaw, order, resolution, or ordinance or part thereof.

PASSED BY THE CITY COUNCIL OF WEST VALLEY CITY, UTAH THIS
SEPTEMBER 13, 2016.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

I, Nichole Camac, the undersigned duly qualified and acting City Recorder of West Valley City, Utah (the “City”), do hereby certify:

The foregoing pages are a true, perfect and complete copy of a resolution duly adopted by the City Council of the City (the “Council”) during proceedings of the Council, had and taken at a lawful regular meeting of said Council held at the City offices in West Valley City, Utah on September 13, 2016, commencing at the hour of 6:30 p.m., as recorded in the regular official book of the proceedings of the City kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of said City Council were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City this September 13, 2016.

By: _____
City Recorder

(SEAL)

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Nichole Camac, the undersigned City Recorder of West Valley City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the September 13, 2016, public meeting held by the City as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices on September __, 2016, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to The Salt Lake Tribune and The Deseret News on September __, 2016, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, Notice of the 2016 Annual Meeting Schedule for the City (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the City to be held during the year, by causing said Notice to be (i) posted on December 28, 2015, at the principal office of the City, (ii) provided to at least one newspaper of general circulation within the City on December 28, 2015 and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this September 13, 2016.

(SEAL)

By: _____
City Recorder

Attachments:
SCHEDULE 1–NOTICE OF MEETING
SCHEDULE 2–ANNUAL MEETING NOTICE

EXHIBIT B

INDENTURE

(See Transcript Document No. ____)

EXHIBIT C

CONTRIBUTION AGREEMENT

(See Transcript Document No. _____)

FRANCHISE TAX
CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (the “Agreement”) is entered into as of September ____, 2016, by and between WEST VALLEY CITY, UTAH, a municipal corporation and political subdivision of the State of Utah (the “City”) and the REDEVELOPMENT AGENCY OF WEST VALLEY CITY (the “Agency”), a redevelopment agency existing under the Limited Purpose Local Government Entities–Community Reinvestment Act, Title 17C, Utah Code Annotated 1953, as amended (the “Redevelopment Act”),

WITNESSETH:

WHEREAS, the Agency has been established by the City for the purpose of redeveloping and developing certain areas within the City in order to accomplish the purposes of the Redevelopment Act; and

WHEREAS, pursuant to the Redevelopment Act and other provisions of law of the State of Utah, the City and the Agency may enter into an agreement whereby the City may grant or contribute funds to the Agency for economic development; and

WHEREAS, the City and the Agency have previously authorized the establishment of the City Center Redevelopment Project Area (the “Project Area”); and

WHEREAS, the Agency has previously issued its (i) Tax Increment and Sales Tax Revenue Bonds, Series 2009 (the “Series 2009 Bonds”), (ii) Franchise Tax and Tax Increment Revenue Refunding Bonds, Series 2010A (the “Series 2010A Bonds”); (iii) Franchise Tax and Tax Increment Revenue Bonds, Series 2010B (Federally Taxable–Issuer Subsidy–Build America Bonds) (the “Series 2010B Bonds”), (iv) Subordinate Tax Increment and Subordinate Sales Tax Revenue Bonds, Series 2012 (the “Series 2012 Bonds”), and its (v) Taxable Subordinate Tax Increment Revenue Bonds, Series 2014 (the “Series 2014 Bonds,” and together with the Series 2009 Bonds, the Series 2010A Bonds, the Series 2010B Bonds, the Series 2012 Bonds, the “Outstanding RDA Bonds”) to finance certain improvements within the Project Area (collectively, the “Project”); and

WHEREAS, the Outstanding RDA Bonds are payable in part from certain tax increment revenues (the “Tax Increment Revenues”) and, in certain cases, sales tax or franchise tax revenues allocated to the Agency under the Redevelopment Act ; and

WHEREAS, in order to reduce the expected costs of the Outstanding RDA Bonds, the City and the Agency have found it to be advisable and in the best proprietary and business interests of the City and its inhabitants for the Agency to refund all or a portion of Outstanding RDA Bonds (such bonds selected for refunding referred to herein as the “Refunded Bonds”) and thereby refinance the Project (the “Refinance”); and

WHEREAS, to facilitate the Refinance, the Agency is issuing its Revenue and Refunding Bonds in the aggregate principal amount of not to exceed \$21,000,000 (the

“Revenue Bonds”) pursuant to an Indenture of Trust dated as of September 1, 2016 (the “2016 Indenture”), by and between the Agency and _____, as trustee (the “Trustee”) and its Tax Increment Revenue and Refunding Bonds in the aggregate principal amount of not to exceed \$26,000,000 (the “TIF Bonds”) pursuant to a separate indenture; and

WHEREAS, the TIF Bonds will be payable from the tax increment revenues previously pledged for the payment of the Refunded Bonds; and

WHEREAS, the Agency and the City have determined that the most efficient structure for the Revenue Bonds that would permit the City and the Agency to reduce the overall costs of the Refinance involves increasing the security for the Revenue Bonds by making them payable from certain revenues received by the City under the Municipal Energy Sales and Use Tax Act, Title 10, Chapter 1, Part 3, Utah Code Annotated 1953, as amended (the “Energy Franchise Tax Revenues”) and the Municipal Telecommunications License Tax Act, Title 10, Chapter 1, Part 4, Utah Code Annotated 1953, as amended (the “Telecommunication Franchise Tax Revenues,” and collectively with the Energy Franchise Tax Revenues, the “Franchise Tax Revenues”), and to require the Agency to remit to the City any Tax Increment Revenues remaining after payment of debt service on the TIF Bonds to repay the City for having advanced the Franchise Tax Revenues for payment of debt service on the Revenue Bonds; and

WHEREAS, the City has previously issued its Franchise Tax Revenue Refunding Bonds, Series 2009 (the “Series 2009 Bonds”) secured by the Franchise Tax Revenues, said Series 2009 Bonds being issued pursuant to that certain General Indenture of Trust dated as of August 1, 2009 (the “2009 Indenture”) by and between the City and ZB, National Association, as trustee; and

WHEREAS, the City has also entered into that certain Communications Service Contract dated May 1, 2011 (the “UIA Contract”) with the Utah Infrastructure Agency and pursuant to which the City has pledged the Energy Franchise Tax Revenues to the payment of its obligation thereunder, albeit on a subordinate basis to the Series 2009 Bonds; and

WHEREAS, pursuant to Section 17C-1-207 of the Redevelopment Act the City hereby agrees to make a grant to the Agency of the Franchise Tax Revenues; and,

WHEREAS, the City and the Agency have found and determined that the pledge of the Franchise Tax Revenues is essential to the Refinance, is in the best proprietary and business interests of the City and will promote the health, safety and welfare of the City and its inhabitants by reducing the debt service and related costs of the Refunded Bonds;

NOW, THEREFORE, in consideration of the mutual promises, the covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

Section 1. Issuance of Bonds. The Agency shall issue the Revenue Bonds to effect a more efficient financing structure for the Project and to achieve a debt service

savings and to otherwise further its business and proprietary purposes. As required by the Redevelopment Act, the Revenue Bonds payable as to both principal and interest solely from the income, proceeds, revenues and funds of the Agency derived from or held in connection with its undertaking and carrying out of the redevelopment projects within the Project Area, in particular from the assistance to be provided by the City hereunder, all in accordance with the provisions of the Redevelopment Act.

Section 2. Franchise Tax Revenues. (a) Pursuant to authority contained in the Redevelopment Act, the City agrees to assist the Agency in repaying the Revenue Bonds, and in furtherance of such agreement, hereby irrevocably grants a senior lien pledge on the Franchise Tax Revenues received from and after the date of execution hereof to the Agency for the purpose of payment of the Revenue Bonds, said pledge and lien being on a parity with the Series 2009 Bonds and any additional obligations issued pursuant to the 2009 Indenture. Said pledge of Franchise Tax Revenues shall be a limited obligation of the City, payable solely from the Franchise Tax Revenues and shall not constitute a pledge of the general credit or ad valorem taxing power of the City. It is hereby understood that the pledge and lien of the Bonds on the Energy Franchise Tax Revenues is senior to the pledge and lien of the UIA Contract on such revenues.

(b) The City covenants that it will continue to impose the franchise taxes from which the Franchise Tax Revenues are generated (the “Franchise Taxes”) until all of the Revenue Bonds have been paid. While any of the Revenue Bonds remain outstanding and unpaid, any ordinance, resolution or other enactment of the City, implementing the Franchise Taxes or transferring the revenues therefrom to the Agency for the payment of the Revenue Bonds shall not be amended or modified in any manner which would materially impair the rights of the holders of the Bonds or which would in any way materially jeopardize the timely payment of principal or interest when due. The City currently does not anticipate that it will reduce the rate of or repeal the imposition of the Franchise Taxes. However, the parties hereto recognize that the Legislature of the State of Utah may reduce the maximum rate of such Franchise Taxes. Subject to the provisions of the 2009 Indenture, the City covenants that it will account for the Franchise Tax Revenues separate and apart from the other funds of the City, and take such other actions as may be necessary to maintain the perfected security interest in the Franchise Tax Revenues created for the benefit of the Agency and the holder of the Revenue Bonds herein. To the extent necessary to provide for the timely payment of the principal and interest on the Revenue Bonds, the City shall pay to the Agency for payment to the Trustee such amounts from the Franchise Tax Revenues as shall be needed to make such payments.

(c) The Agency will account for the Franchise Tax Revenues separate and apart from other funds of the Agency and will transfer the Franchise Tax Revenues to the Trustee for payment of the Revenue Bonds consistent with the terms of the 2016 Indenture.

(d) Other than the Refunded Bonds, the Series 2009 Bonds and the UIA Contract, the City and the Agency do not currently have any outstanding obligations secured by the Franchise Tax Revenues.

(e) The City hereby agrees and covenants that it will not issue any future franchise tax revenue bonds or obligations on a parity with the lien of the Revenue Bonds unless the following requirement has been met: a certificate shall be delivered to the Agency and the Trustee by an authorized representative of the City to the effect that the Franchise Tax Revenues received by the City for any consecutive twelve (12) months in the twenty-four (24) months immediately preceding the proposed date of issuance of such additional bonds or obligations were at least equal to two hundred percent (200%) of the estimated combined maximum annual debt service requirement on the Revenue Bonds and the outstanding bonds and proposed bonds or obligations to be issued on a parity with the Revenue Bonds and secured by the Franchise Tax Revenues.

(f) All books, instruments and documents in the Agency's and the City's possession relating to the Project, the Tax Increment and Other Revenues, and the Franchise Tax Revenues shall be open to inspection at all times during the City's regular business hours by any accountants or other agents of the Trustee which the Trustee may designate from time to time.

(g) The Franchise Tax Revenues are hereby allocated and pledged as described above, to the payment of the Revenue Bonds and until all of the Revenue Bonds and all interest thereon, have been paid (or until moneys for that purpose have been irrevocably set aside) the Franchise Tax Revenues (except as otherwise specifically provided in the 2016 Indenture and this Agreement) shall be applied first to the payment of the Revenue Bonds, the interest thereon, and premium, if any, then due as provided in the 2016 Indenture, and then any other purpose permitted by law.

(h) Once the City and Agency have remitted to the Trustee sufficient moneys for principal and/or interest payments on the Revenue Bonds then due as required by the 2016 Indenture, and assuming that all payments then due with respect to the Revenue Bonds have been paid and are current, any Franchise Tax Revenues then held by the Agency or the City may, subject to the lien of any other obligations, be released to the City for its use for any lawful purpose.

Section 3. Undertaking of Agency Hereunder; Pledge and Use of Tax Increment and Other Revenues. The City and the Agency recognize that the intent of the parties hereto is to use the Tax Increment Revenues previously pledged to the Refunded Bonds (the "Agency Revenues"), to the extent available, to pay or repay to the City amounts sufficient to pay amounts due with respect to the TIF Bonds and the Revenue Bonds. In furtherance thereof, the Agency agrees to deposit with the City such Agency Revenues as the same become available to the Agency and after payment of debt service due and owing on the TIF Bonds, such that the City will be, to the extent of available

Agency Revenues, reimbursed for the Franchise Tax Revenues the City has paid to the Agency for the payment of the Revenue Bonds.

Section 4. Third-Party Beneficiary. So long as there are obligations outstanding under the 2016 Indenture, the Trustee shall be an express third-party beneficiary of this Agreement. This Agreement shall not be amended without the prior written consent of the Trustee, which consent shall not be unreasonably withheld or delayed.

Section 5. Perfection of Security Interest.

(a) This Agreement creates a valid and binding pledge and assignment of, and security interest in, all of the Franchise Tax Revenues pledged hereunder in favor of the Trustee, as security for payment of the Bonds, enforceable by the Trustee, as its interests may appear, in accordance with the terms hereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Franchise Tax Revenues.

(c) This Agreement also creates a valid and binding pledge and assignment of, and security interest in, all of the Agency Revenues pledged hereunder in favor of the City, as security for payment or repayment of amounts required to be advanced by the City hereunder for payment to the Agency of amounts due with respect to the Revenue Bonds, enforceable by the City in accordance with the terms hereof.

Section 6. Limited Obligation of the City. Nothing contained in this Agreement shall be construed to create a general obligation of the City. The Revenue Bonds shall not be a debt of the City pursuant to any constitutional or statutory debt limitations, and the issuance of the Revenue Bonds and the execution of this Agreement shall not require the City to levy any form of ad valorem taxation or to appropriate any other moneys for the payment of the Bonds or amounts otherwise due under this Agreement.

Section 7. Governing Law. This Agreement shall be governed by the laws of the State of Utah.

Section 8. Termination of Prior Agreements. Upon the issuance of the Revenue Bonds, the TIF Bonds, and the refunding of the Refunded Bonds, by and between the Agency, [the Sales Tax Pledge and Loan Agreement dated as of August 1, 2009 between the City and the Agency], the Interlocal Franchise Tax Pledge and Loan Agreement entered into as of October 1, 2010, [and the Interlocal Sales Tax Pledge and Loan Agreement dated as of June 1, 2012, by and between the City and the Agency] shall each terminate.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first written above.

WEST VALLEY CITY, UTAH

By: _____
Mayor

ATTEST:

By: _____
City Recorder

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY, UTAH

(SEAL)

By: _____
Chair

ATTEST:

By: _____
Secretary

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2016

NEW ISSUE-BOOK-ENTRY ONLY

Rating: _____ “_____”
(See “BOND RATING” herein.)

In the opinion of Ballard Spahr LLP, Bond Counsel to the Agency, interest on the Series 2016A Bonds is excludable from gross income for purposes of federal income tax, assuming continuing compliance with the requirements of the federal tax laws. Interest on the Series 2016A Bonds is not a preference item for purposes of either individual or corporate federal alternative minimum tax (“AMT”); however, interest paid to corporate holders of the Series 2016A Bonds may be indirectly subject to AMT under circumstances described under “TAX MATTERS” herein. Interest on the Series 2016B Bonds is not excludable from gross income for federal income tax purposes. Bond Counsel is also of the opinion that interest on the Series 2016 Bonds is exempt from State of Utah individual income taxes under currently existing law. See “TAX MATTERS” herein.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH

\$ _____ *

REVENUE REFUNDING BONDS, SERIES 2016A
(TAX-EXEMPT)

\$ _____ *

REVENUE REFUNDING BONDS, SERIES 2016A
(FEDERALLY TAXABLE)

Dated: Date of Initial Delivery

Due: [November 1], as shown on inside front cover

The Series 2016A Bonds and the Series 2016B Bonds will be issued by the Redevelopment Agency of West Valley City, Utah (the “Agency”) as fully registered bonds and when initially issued will be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Series 2016 Bonds. Purchases of ownership interests in Series 2016 Bonds will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Beneficial Owners of the Series 2016 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2016 Bonds.

Interest on the Series 2016 Bonds is payable on [May 1] and [November 1] of each year, commencing _____, 20____. So long as DTC or its nominee is the registered owner of the Series 2016 Bonds, payments of the principal of and interest on such Series 2016 Bonds will be made directly to DTC or its nominee. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC participants.

The Series 2016 Bonds are subject to redemption as described herein.

The Series 2016 Bonds are being issued to (a) refund and retire [all or a portion of] the Agency’s outstanding tax increment and revenue bonds; (b) provide [all or a portion of] funds to acquire property as well as certain improvements within the Agency’s City Center Redevelopment Project Area; [(c) fund a debt service reserve fund/finance the acquisition of a reserve policy with respect to the Series 2016 Bonds,] and (d) pay costs of issuing the Series 2016 Bonds.

The Series 2016 Bonds are special, limited obligations of the Agency, payable from and secured solely by a pledge of certain franchise tax revenues (the “Pledged Franchise Tax Revenues”) of West Valley City, Utah (the “City”), made available under a Contribution Agreement by and between the Agency and the City and certain other revenues, as described herein. The lien of the Series 2016 Bonds on the Pledged Franchise Tax Revenues is on a parity with the lien on such revenues that secures the Parity Lien Franchise Tax Obligations that are currently outstanding in the aggregate principal amount of \$5,635,000. The Series 2016 Bonds are not a general obligation or debt of the City, the State of Utah or any of its political subdivisions, and neither the City, the State of Utah nor any of its political subdivisions shall be liable thereon. Neither the faith and credit nor the taxing power of the City, the State of Utah, or any of its political subdivisions is pledged to the payment of the principal of, premium, if any, or interest on, the Series 2016 Bonds. The Agency has no taxing power. See “BONDOWNERS’ RISKS” herein.

The Series 2016 Bonds are offered when, as and if issued and received by the Underwriter, subject to the approval of their legality by Ballard Spahr LLP, Bond Counsel for the Agency. Certain legal matters will be passed upon for the Agency by its counsel, Freyja Johnson, Esq. Certain legal matters will be passed upon for the City by its counsel, Brandon Hill, Esq. Certain matters relating to disclosure will be passed upon by Ballard Spahr LLP, Disclosure Counsel to the Agency. It is expected that the Series 2016 Bonds, in book-entry only form, will be available for delivery to DTC or its agent on or about _____, 2016.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. This Official Statement is dated _____, 2016, and the information contained herein speaks only as of that date.

[UNDERWRITER]

REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH

\$ _____ *

**FRANCHISE TAX REVENUE REFUNDING BONDS,
SERIES 2016A (TAX-EXEMPT)**

MATURITIES, AMOUNTS, INTEREST RATES, PRICE

Due (<u>November 1</u>)	<u>Principal Amount</u>	<u>Interest Rate</u>	Yield or <u>Price</u>	<u>CUSIP</u> [†]
------------------------------	-------------------------	----------------------	--------------------------	---------------------------

\$ _____ % Term Bond Maturing [November 1, 20 ____]; Price ____%; CUSIP[†] _____]

\$ _____ *

**FRANCHISE TAX REVENUE REFUNDING BONDS,
SERIES 2016B (FEDERALLY TAXABLE)**

MATURITIES, AMOUNTS, INTEREST RATES, YIELDS/PRICES

Due (<u>November 1</u>)	<u>Principal Amount</u>	<u>Interest Rate</u>	Yield or <u>Price</u>	<u>CUSIP</u> [†]
------------------------------	-------------------------	----------------------	--------------------------	---------------------------

\$ _____ % Term Bond Maturing [November 1, 20 ____]; Price ____%; CUSIP[†] _____]

[†] The above referenced CUSIP number(s) have been assigned by an independent company not affiliated with the parties to this bond transaction and are included solely for the convenience of the holders of the Series 2016 Bonds. Neither the Agency, the Trustee nor the Underwriter is responsible for the selection or uses of such CUSIP numbers, and no representation is made as to its correctness on the Series 2016 Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2016 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities.

No dealer, broker, salesperson or any other person has been authorized by the Agency, the City, or the Underwriter to give any information or to make any representations other than those contained in this Official Statement in connection with the offering contained herein, and, if given or made, such information or representations must not be relied upon as having been authorized by the Agency or the Underwriter. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any sale of, the Series 2016 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information and expressions of opinion herein are subject to change without notice, and neither delivery of this Official Statement nor any sale made thereafter shall under any circumstances create any implication that there has been no change in the affairs of the Agency or in any other information contained herein since the date hereof.

In connection with this offering, the Underwriter may effect transactions that stabilize or maintain the market prices of the Series 2016 Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The City of West Valley maintains a website; however, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series 2016 Bonds.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

This Official Statement contains "forward-looking statements" within the meaning of the federal securities laws. These forward-looking statements include, among others, statements concerning expectations, beliefs, opinions, future plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts. The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such statements. Readers are cautioned not to place undue reliance on such forward-looking statements, which speak only as of the date hereof.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE SECURITY FOR THE BONDS AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH

\$ _____ *
REVENUE AND REFUNDING BONDS,
SERIES 2016A (TAX-EXEMPT)

and

\$ _____ *
REVENUE AND REFUNDING BONDS,
SERIES 2016B (FEDERALLY TAXABLE)

Redevelopment Agency of West Valley City
3600 Constitution Boulevard
West Valley, Utah 84119-3720

BOARD OF DIRECTORS

Steve Buhler– Chair
Tom Huynh – Vice Chair
Ron Bigelow – Director
Don Christensen – Director
Karen Lang – Director
Lars Nordfelt – Director
Steve Vincent – Director

ADMINISTRATION

Wayne T. Pyle – Chief Executive Officer
Nichole Camac – Secretary
James D. Welch – Treasurer

TRUSTEE, PAYING AGENT & REGISTRAR

ZB, National Association
One South Main Street, 12th Floor
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(801) 966-3600

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Salt Lake City, Utah 84111
(801) 531-3000

MUNICIPAL ADVISOR

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41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
(801) 596-0700

UNDERWRITER

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OFFICIAL STATEMENT
RELATING TO
REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH

\$ _____*
REVENUE AND REFUNDING BONDS,
SERIES 2016A (TAX-EXEMPT)

and

\$ _____*
REVENUE AND REFUNDING BONDS,
SERIES 2016B (FEDERALLY TAXABLE)

INTRODUCTION

This Official Statement, which includes the cover page, introduction and appendices, provides information regarding (i) the issuance and sale by the Redevelopment Agency of West Valley City, Utah (the “Agency”), a quasi-municipal corporation organized and existing pursuant to the Limited Purpose Local Government Entities–Community Reinvestment Agency Act, Title 17C, Utah Code Annotated, 1953, as amended (the “Community Reinvestment Agency Act”), of its \$ _____* Tax Revenue and Refunding Bonds, Series 2016A (Tax-Exempt) (the “Series 2016A Bonds”) and its \$ _____* Revenue and Refunding Bonds, Series 2016B (Federally Taxable) (the “Series 2016B Bonds” and together with the Series 2016A Bonds, the “Series 2016 Bonds”), initially issued in book-entry form only, (ii) the Agency, (iii) West Valley City, Utah (the “City”), and (iv) the Pledged Revenues (as hereinafter defined).

The Series 2016 Bonds

The Series 2016 Bonds are being issued pursuant to (i) the Community Reinvestment Agency Act; (ii) an Indenture of Trust, dated as of _____ 1, 2016 (the “Indenture”), between the Agency and ZB, National Association, as trustee (the “Trustee”); (ii) [the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Local Government Bonding Act”), and] the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the “Refunding Bond Act”); and (iii) other applicable provisions of law. For a description of certain terms of the Series 2016 Bonds and the Indenture, including redemption provisions of the Series 2016 Bonds, see “THE SERIES 2016 BONDS” below.

The Series 2016 Bonds are being issued to (a) refund and retire [all or a portion of] the Agency’s outstanding tax increment and revenue bonds; (b) provide [all or a portion of] funds to acquire property as well as certain improvements within the Agency’s City Center Redevelopment Project Area; [(c) fund a debt service reserve fund/finance the acquisition of a reserve policy with respect to the Series 2016 Bonds,] and (d) pay costs of issuing the Series 2016 Bonds. See “PLAN OF REFUNDING,” [the “SERIES 2016 PROJECT,”] and “ESTIMATED SOURCES AND USES OF FUNDS” below.

Security

The Series 2016 Bonds are special limited obligations of the Agency, payable solely from and secured solely by a pledge of the Pledged Revenues and certain funds and accounts established by the Indenture. The Pledged Revenues consist of (a) all of the revenues received by the Agency pursuant to a Contribution Agreement

* Preliminary; subject to change.

dated as of [September 1, 2016] (the “Contribution Agreement”) between the Agency and the City, which revenues are derived from the Municipal Energy Sales and Use Tax Act, Title 10, Chapter 1, Part 3, Utah Code Annotated 1953, as amended (the “Energy Franchise Tax Revenues”) and the Municipal Telecommunications License Tax Act, Title 10, Chapter 1, Part 4, Utah Code Annotated 1953, as amended (the “Telecommunication Franchise Tax Revenues,” and collectively with the Energy Franchise Tax Revenues, the “Pledged Franchise Tax Revenues”), and (b) certain investment income derived from the investment of moneys held in the Bond Fund and the Development Fund created under the Indenture (the “Investment Income”). See “SECURITY FOR THE BONDS” below.

The lien of the Series 2016 Bonds on the Pledged Franchise Tax Revenues is on a parity with the lien on such revenues that secures the Parity Lien Franchise Tax Obligations (as hereinafter defined).

The Series 2016 Bonds are not a general obligation or debt of the City, the State of Utah (the “State”), or any of its political subdivisions and neither the City, the State nor any of its political subdivisions shall be liable thereon. In no event shall the Series 2016 Bonds give rise to a general obligation or liability of the City, the State or any of its political subdivisions, or a charge against their general credit or taxing powers, or be payable out of any funds of properties other than those of the Agency. The Series 2016 Bonds do not constitute indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. The Agency has no taxing power. See “BONDOWNERS’ RISKS” below.

Outstanding and Parity Lien Obligations

The Agency has previously issued its (i) Tax Increment and Sales Tax Revenue Bonds, Series 2009 (the “Series 2009 Bonds”), (ii) Franchise Tax and Tax Increment Revenue Refunding Bonds, Series 2010A (the “Series 2010A Bonds”); (iii) Franchise Tax and Tax Increment Revenue Bonds, Series 2010B (Federally Taxable–Issuer Subsidy–Build America Bonds) (the “Series 2010B Bonds”), (iv) Subordinate Tax Increment and Subordinate Sales Tax Revenue Bonds, Series 2012 (the “Series 2012 Bonds”), and its (v) Taxable Subordinate Tax Increment Revenue Bonds, Series 2014 (the “Series 2014 Bonds,” and together with the Series 2009 Bonds, the Series 2010A Bonds, the Series 2010B Bonds, the Series 2012 Bonds, the “Prior Outstanding Bonds”). A portion of the proceeds from the Series 2016 Bonds will be used to refund [all or a portion] of the _____ Bonds (collectively, the “Refunded Bonds”).

The lien of the Contribution Agreement on the Pledged Franchise Tax Revenues ranks on a parity with the lien on such revenues that secures the City’s Franchise Tax Revenue and Refunding Bonds, Series 2009 (the “Parity Lien Franchise Tax Obligations”). The Parity Lien Franchise Tax Obligations are currently outstanding in the aggregate principal amount of \$5,635,000 and have a final scheduled maturity on April 15, 2020. For a description of the City’s Parity Lien Franchise Tax Obligations, see “SECURITY FOR THE BONDS—Pledged Franchise Tax Revenues—Parity Lien Franchise Tax Obligations.”

Additional Obligations

The Agency may also issue Additional Bonds payable on a parity with the Series 2016 Bonds upon compliance with certain requirements of the Indenture. The Series 2016 Bonds and any Additional Bonds are collectively referred to herein as the “Bonds.” See “SECURITY FOR THE BONDS—Additional Bonds” below.

The City may also issue additional franchise tax bonds payable from Pledged Franchise Tax Revenues on a parity with the City’s obligations under the Contribution Agreement. Such additional parity lien franchise tax obligations may be incurred only upon compliance with certain requirements set forth in the instrument that authorized the currently outstanding Parity Lien Franchise Tax Obligations and the Contribution Agreement. See “SECURITY FOR THE BONDS—Pledged Franchise Tax Revenues—Additional Parity Lien Franchise Tax Obligations.”

Debt Service Reserve Fund

The Indenture establishes a Series 2016 Debt Service Reserve Account within the Debt Service Reserve Fund which is required to be funded in an amount equal to the Debt Service Reserve Requirement. The Indenture

authorizes the City to obtain a debt service reserve policy (the “Reserve Policy”) in lieu of funding the Debt Service Reserve Fund with cash and investments. [The Agency has applied for a Reserve Policy to fund the Debt Service Reserve Fund with respect to the Series 2016 Bonds. See “SECURITY FOR THE BONDS—Debt Service Reserve Fund” herein. The Series 2016 Bonds will only be delivered upon the issuance of such Reserve Policy. The premium on the Reserve Policy is to be fully paid at or prior to the issuance and delivery of the Series 2016 Bonds.]

Redemption Provisions

[The Series 2016 Bonds are subject to redemption prior to maturity. See “THE SERIES 2016 BONDS—Redemption” below.]

Registration, Denominations, Manner of Payment

The Series 2016 Bonds are issuable in book-entry only form through The Depository Trust Company, New York, New York (“DTC”). Interest on the Series 2016 Bonds is payable on [May 1] and [November 1] of each year, commencing _____, 20____ (each an “Interest Payment Date”). So long as DTC or its nominee is the registered Owner of the Series 2016 Bonds, payments of principal, premium, if any, and interest will be made to DTC, which will, in turn, remit such payments to its participants for subsequent disbursements to the Beneficial Owners of the Series 2016 Bonds. For a description of the book-entry only system, see “THE SERIES 2016 BONDS—Book-Entry Only System” below.

Tax Status

In the opinion of Ballard Spahr LLP, Bond Counsel to the Agency, interest on the Series 2016A Bonds is excludable from gross income for purposes of federal income tax, assuming continuing compliance with the requirements of the federal tax laws. Interest on the Series 2016A Bonds is not a preference item for purposes of either individual or corporate federal alternative minimum tax (“AMT”); however, interest paid to corporate holders of the Series 2016A Bonds may be indirectly subject to AMT under circumstances described under “TAX MATTERS” herein. Interest on the Series 2016B Bonds is not excludable from gross income for federal income tax purposes. Bond Counsel is also of the opinion that, under currently existing laws, interest on the Series 2016 Bonds is exempt from State of Utah individual income taxes. See “TAX MATTERS” herein.

Bond Counsel expresses no opinion regarding any other tax consequences relating to ownership or disposition of or the accrual or receipt of interest on the Series 2016 Bonds.

Conditions of Delivery, Anticipated Date, Manner, and Place of Delivery

The Series 2016 Bonds are offered, subject to prior sale, when, as, and if issued and received by _____, as underwriter (the “Underwriter”), subject to the approval of legality by Ballard Spahr LLP, Bond Counsel for the Agency, and certain other conditions. Certain legal matters will be passed on for the Agency and the City by the Office of the City Attorney. See “APPROVAL OF LEGALITY” below. It is expected that the Series 2016 Bonds in book-entry form only will be available for delivery to DTC or its agent on or about _____, 2016.

Availability of Continuing Information

The Agency will enter into a Continuing Disclosure Undertaking (the “Undertaking”) for the benefit of the Beneficial Owners of the Series 2016 Bonds to send certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board (the “MSRB”) pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the “Rule”) adopted by the Securities and Exchange Commission (the “Commission”) under the Securities Exchange Act of 1934. The expected form of the Undertaking is attached hereto as APPENDIX D to which reference is made for a description of the information to be provided on an annual basis, the events which will be noticed on an occurrence basis and the other terms of the Undertaking, including termination, amendment and remedies.

A failure by the Agency to comply with the Undertaking will not constitute an event of default under the Indenture and Beneficial Owners of the Series 2016 Bonds are limited to the remedies described in the Undertaking. A failure by the Agency to comply with the Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer, or municipal securities dealer before recommending the purchase or sale of the Series 2016 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2016 Bonds and their market price.

Basic Documentation

Brief descriptions of the Agency, the Series 2016 Bonds, and the Indenture are included in this Official Statement. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Indenture and the Series 2016 Bonds are qualified in their entirety by reference to the complete text thereof. Copies of the Indenture are available for inspection at the principal office of the Trustee on or after the delivery of the Series 2016 Bonds. During the period of the offering of the Series 2016 Bonds, copies of the preliminary form of the Indenture will be available from the “contact persons” as indicated below. Also see APPENDIX B—FORM OF THE INDENTURE below.

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by more complete and detailed information contained in this entire Official Statement. A full review should be made of this entire Official Statement. The offering of Series 2016 Bonds to potential investors is made only by means of this entire Official Statement. Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in APPENDIX B—FORM OF THE INDENTURE.

See also the following appendices attached hereto: APPENDIX A—GENERAL PURPOSE FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2015; APPENDIX B—FORM OF THE INDENTURE; APPENDIX C—ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING THE CITY AND SALT LAKE COUNTY; APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING; APPENDIX E—FORM OF OPINION OF BOND COUNSEL; and APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM.

Contact Persons

The chief contact person for the Agency concerning the Series 2016 Bonds is:

James D. Welch
Finance Director
3600 Constitution Boulevard
West Valley City, Utah 84119
(801) 966-3600
jwelch@wvc-ut.us

The chief contact person for the City’s Municipal Advisor concerning the Series 2016 Bonds is:

Laura Lewis
Principal
Lewis Young Robertson & Burningham, Inc.
41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
(801) 596-0700
laura@lewisyoung.com

THE SERIES 2016 BONDS

General

The Series 2016 Bonds are issuable only in fully registered form without coupons in the denomination of \$5,000 or any integral multiple thereof. The Series 2016 Bonds are dated as of the date of their initial delivery, and bear interest (computed on the basis of a year of 360 days consisting of twelve 30-day months) at specific rates, payable on [May 1] and [November 1] in each year, commencing [_____, 20__] (collectively, the “Interest Payment Dates”), and mature, subject to prior redemption as described under “Redemption” below, on November 1 of the years, all as set forth on the inside front cover page of this Official Statement.

The Series 2016 Bonds are payable in lawful money of the United States of America at the principal corporate trust office of the Trustee in Salt Lake City, Utah, or at the office of any other duly appointed Trustee; provided, that interest on the Series 2016 Bonds shall be payable by check or draft mailed, or via wire transfer, to the registered Owner of record as of the Record Date next preceding the applicable interest payment date; provided, however, that if and to the extent funds are not available on any Interest Payment Date to pay the interest due on any Series 2016 Bonds, such interest shall cease to be payable to the person who was the Bondowner of such Series 2016 Bond on the Record Date. Whenever moneys become available for the payment of such defaulted interest, the Paying Agent shall establish a “special record date” for the payment of such defaulted interest which shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment and the Paying Agent will cause notice of the proposed payment and of such special record date to be mailed by first class mail, postage prepaid, to each Bondowner of a Series 2016 Bond to his address as it appears on the registration books not less than ten (10) days prior to such special record date. Such notice having been so mailed, the defaulted interest shall be payable to the persons who are the Bondowners at the close of business on such special record date.

Book-Entry Only System

The Series 2016 Bonds originally will be issued solely in book-entry form to The Depository Trust Company (“DTC”), New York, NY, or its nominee, Cede & Co., to be held in DTC’s book-entry system. So long as such Series 2016 Bonds are held in the book-entry only system, DTC or its nominee will be the registered owner of such Series 2016 Bonds for all purposes of the Indenture, the Series 2016 Bonds and this Official Statement. Purchases of beneficial ownership interests in the Series 2016 Bonds may be made in denominations described above. For a description of the book-entry only system for the Series 2016 Bonds, see “APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM.”

The information in this section concerning DTC and DTC’s book-entry system has been obtained from sources that the Agency believes to be reliable, but the Agency takes no responsibility for the accuracy thereof.

Registration, Transfer and Exchange

The Agency shall cause books for the registration or transfer of the Bonds to be kept at the principal corporate trust office of the Trustee and appoints the Trustee to act as its registrar and transfer agent to keep such books and to make such registration and transfers. Upon surrender for transfer of any Bond at the principal corporate trust office of the Trustee, the Agency shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of authorized denomination for the aggregate principal amount which the registered Owner is entitled to receive. Bonds of authorized denominations may be exchanged for Bonds of other authorized denominations of the same maturity, series, and interest rate upon request of the Owner thereof.

All Bonds presented for transfer, exchange, or payment shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature reasonably satisfactory to the Trustee, duly executed by the registered Owner or by his duly authorized attorney.

New Bonds delivered upon any transfer or exchange shall be valid obligations of the Agency, evidencing the same debt as the Bonds surrendered, shall be secured by and entitled to all of the security and benefits of the

Indenture to the same extent as the Bonds surrendered. No service charge shall be made for any exchange, transfer, or registration of Bonds, but the Agency may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The Agency and the Trustee shall not be required (a) to issue, transfer, or exchange Bonds from the Record Date next preceding any Interest Payment Date through and including such Interest Payment Date or (b) to transfer or exchange any Bonds called for redemption or selected for call for redemption.

Redemption

[Optional Redemption]. The Series 2016A Bonds are subject to redemption prior to maturity at the option of the Agency in whole or in part on any date on or after November 1, 20____, in such order of maturity as may be designated by the Agency, at the redemption price of 100% the principal amount of the Series 2016A Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.]

[The Series 2016B Bonds are subject to redemption prior to maturity at the option of the Agency in whole or in part on any date on or after November 1, 20____, in such order of maturity as may be designated by the Agency, at the redemption price of 100% the principal amount of the Series 2016B Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.]

[Mandatory Sinking Fund Redemption]. The Series 2016A Bonds are subject to mandatory sinking fund redemption, by lot in such manner as the Trustee may determine, at a price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date, on the dates and in the principal amounts as follows:

Redemption Date (November 1)	Principal Amount
---------------------------------	---------------------

* _____	Final Maturity
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If fewer than all of the Series 2016A Bonds are redeemed in a manner other than pursuant to a mandatory sinking fund redemption, the principal amount so redeemed shall be credited at one hundred percent (100%) of the principal amount thereof by the Trustee against the obligation of the Agency on future mandatory sinking fund redemption dates for the Series 2016A Bonds in such order as shall be directed by the Agency.]

Selection of Series 2016 Bonds for Redemption

If less than all of the Series 2016 Bonds of any maturity are to be so redeemed, the particular Series 2016 Bonds or portion of the Series 2016 Bonds of such maturity to be redeemed shall be selected by the Trustee by lot, in such manner as the Trustee in its discretion may deem fair and appropriate. The portion of any registered Series 2016 Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or any integral multiple thereof, and in selecting portions of such Series 2016 Bonds for redemption the Trustee will treat each such Series 2016 Bond as representing that number of Series 2016 Bonds of \$5,000 denomination that is obtained by dividing the principal amount of such Series 2016 Bonds by \$5,000.

Notice of Redemption; Effect of Redemption

Written notice of any redemption, either in whole or in part, shall be given by the Trustee by mailing a notice of redemption by registered or certified mail, at least thirty (30) but not more than sixty (60) days before the date fixed for redemption, to the Owners of Bonds or portions thereof so called, at their respective addresses as the same may appear on the registry books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond with respect to which no such failure has occurred. Each notice of redemption shall specify (i) the redemption date, (ii) the place of

redemption, (iii) by number, the Bonds to be redeemed and the principal amounts thereof to be redeemed, if less than the entire amounts are to be redeemed, and (iv) that interest on the Bonds or portions thereof to be redeemed shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of such Bonds or portions thereof to be redeemed the redemption price thereof together with interest accrued thereon to the redemption date.

If any Bond or any portion thereof shall have been duly called for redemption and payment of the redemption price, including premium, if any, and unpaid interest accrued to the date fixed for redemption, shall have been made or provided for, all as more fully set forth in the Indenture, interest on such Bond or such portion thereof shall cease to accrue from the date fixed for redemption, and from and after such date such Bond or the portion thereof duly called for redemption shall no longer be entitled to any benefit or security under the Indenture, except as to the right of the Owner thereof to receive payment of such redemption price. If a portion of any Bond shall be called for redemption, a new Bond or Bonds of the same series in principal amount equal to the unredeemed portion thereof will be issued to the Owner upon the surrender thereof.

In addition, the Trustee shall send a second notice of redemption not more than ninety (90) days subsequent to the redemption date to Bondowners of Bonds or portions thereof redeemed but who failed to deliver such Bonds for redemption prior to the 60th day following such redemption date. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of the call for redemption.

If at the time of mailing of any notice of redemption there shall not be on deposit with the Trustee moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that such redemption is subject to the deposit of the redemption moneys with the Trustee not later than the opening of business on the redemption date and that such notice shall be of no effect unless such moneys are so deposited.

Open Market Purchases of Bonds

Purchases of outstanding Bonds on the open market may be made by the Agency at public or private sale as and when and at such prices as the Agency may in its discretion determine, provided that purchases of Bonds may be made only at prices (including brokerage or other expenses) of not more than their principal amount plus accrued interest plus, if the Bonds to be purchased are callable at a premium, an amount not to exceed the premium applicable on the next call date. Any accrued interest payable upon the purchase of Bonds may be paid from the amount reserved in the Bond Fund for the payment of interest on such Bonds on the next following interest payment date. Any Bonds so purchased shall be cancelled by the Trustee forthwith and surrendered to the Agency or destroyed and shall not be reissued.

SECURITY FOR THE BONDS

As described elsewhere in this Official Statement, the Pledged Revenues consist of the Pledged Franchise Tax Revenues and the Investment Income. A brief description of the Pledged Franchise Tax Revenues is set forth below.

The Series 2016 Bonds are special, limited obligations of the Agency, payable from and secured solely by a pledge of the Pledged Franchise Tax Revenues and certain other revenues, as described herein. The Pledged Franchise Tax Revenues are received by the Agency from the City pursuant to the Contribution Agreement. The lien of the Series 2016 Bonds on the Pledged Franchise Tax Revenues is on a parity with the lien on such revenues that secures the Parity Lien Franchise Tax Obligations. The Series 2016 Bonds are not a general obligation or debt of the City, the State or any of its political subdivisions, and neither the City, the State nor any of its political subdivisions shall be liable thereon. Neither the faith and credit nor the taxing power of the City, the State, or any of its political subdivisions is pledged to the payment of the principal of, premium, if any, or interest on, the Series 2016 Bonds. The Agency has no taxing power. See “BONDOWNERS’ RISKS” herein.

Pledged Franchise Tax Revenues

Energy Sales and Use Taxes. Title 10, Chapter 1, Part 3 Utah Code Annotated 1953, as amended (the “Municipal Energy Sales and Use Tax Act”), provides that a municipality may levy a municipal energy sales and use tax (the “Municipal Energy Sales and Use Tax”) on businesses providing gas and electricity within the municipality for the purpose of raising revenue and to create a more competitive environment for the energy industry in accordance with the limitations and provisions set forth in the Municipal Energy Sales and Use Tax Act. The Municipal Energy Sales and Use Tax Act provides that each municipality in the State may levy a Municipal Energy Sales and Use Tax on the sale or use of taxable energy within the municipality at a rate not exceeding 6% of the delivered value of the taxable energy. The City currently levies the Municipal Energy Sales and Use Tax at a rate of 6%.

The Municipal Energy Sales and Use Tax is imposed on the delivered value of taxable energy provided within the City. Delivered value refers to the fair market value of the taxable energy and includes the value of the energy itself and any transportation, freight, customer demand charges, service charges or other costs typically incurred in providing taxable energy in usable form to customers within the City. The City has contracted with the Utah State Tax Commission to perform all functions incident to the collection and administration of the revenues derived from the levy of the Municipal Energy Sales and Use Tax levied by the City and, as a result, the City receives such revenues on a monthly basis.

Telecommunication Taxes. Title 10, Chapter 1, Part 4 of the Utah Code (the “Municipal Telecommunications License Tax Act”) provides that a municipality may levy on and provide that there is collected from a telecommunications provider a municipal telecommunications license tax on the telecommunications provider’s gross receipts from telecommunications service that are attributed to the municipality. The municipal telecommunications license tax imposed shall be at a rate of up to 3.5% of the telecommunications provider’s gross receipts from telecommunications service that are attributed to the municipality. The City has contracted with the Utah State Tax Commission to collect the Telecommunications Taxes and, as a result, the City receives the Telecommunications Taxes on a monthly basis.

[Pursuant to the Contribution Agreement, while any of the Series 2016 Bonds remain outstanding and unpaid, any ordinance, resolution or other enactment of the City, implementing the Energy Sales and Use Taxes or the Telecommunication Taxes or transferring the revenues therefrom to the Agency for the payment of the Bonds shall not be amended or modified in any manner which would materially impair the rights of the holders of the Bonds or which would in any way materially jeopardize the timely payment of principal or interest when due. The City currently does not anticipate that it will reduce the rate of or repeal the imposition of the taxes from which the Franchise Tax Revenues are derived. However, the State legislature may reduce the maximum rate of such taxes.]

The following tables show the historical amount of Energy Sales and Use Taxes, the Telecommunications Taxes, and the total Franchise Tax Revenues received by the City.

HISTORICAL FRANCHISE TAX COLLECTIONS

Energy Sales and Use Taxes

<u>Fiscal Year</u>	<u>Derived from Sales of Electricity</u>	<u>Derived from Sales of Gas</u>	<u>Total Energy Sales and Use Taxes</u>	<u>Percent Change from Prior Year</u>
2015				
2014				
2013				
2012				
2011				
2010				
2009				
2008				

Telecommunications Taxes

<u>Fiscal Year</u>	<u>Telecommunications Taxes⁽¹⁾</u>	<u>Percent Change from Prior Year</u>
2015		
2014		
2013		
2012		
2011		
2010		
2009		
2008		

Parity Lien Franchise Tax Obligations. As previously stated, the City has issued bonds that are secured by Pledged Franchise Tax Revenues on a parity with the City's obligation under the Contribution Agreement. The following table sets forth certain information regarding the Parity Lien Franchise Tax Obligations as of September 1, 2016.

<u>Series</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Balance Outstanding</u>
2009 Refunding Bonds ⁽¹⁾	\$13,735,000	April 15, 2020	<u>\$5,635,000</u>

⁽¹⁾ [The maximum annual debt service on the Parity Lien Franchise Tax Obligations is \$1,604,550 and is scheduled to occur in Fiscal Year 2018.] [*Confirm*]

[No additional indebtedness, bonds or notes of the City payable on a priority to the pledge of Pledged Franchise Tax Revenues for the payment of the Parity Lien Franchise Tax Obligations or the obligations under the Contribution Agreement shall be created or incurred without the prior written consent of the owners of 100% of the Parity Lien Franchise Tax Obligations. In addition, no indebtedness, bonds or notes (the "Additional Parity Lien Franchise Tax Obligations") of the City payable on a parity with the Parity Lien Franchise Tax Obligations or the obligations under the Contribution Agreement out of Pledged Franchise Tax Revenues shall be created or incurred, unless the City Auditor certifies that the Pledged Franchise Tax Revenues for the bond fund year immediately preceding the proposed date of issuance of such Additional Parity Lien Franchise Tax Obligations are at least equal to 200% of the average aggregate annual debt service requirement on the Parity Lien Franchise Tax Obligations, the obligations under the Pledge Agreement, and any Additional Parity Lien Franchise Tax Obligations to be outstanding following the issuance of such Additional Parity Lien Franchise Tax Obligations.]

Investment Income

The Investment Income consists of income generated from any funds or accounts held by the Trustee under the Indenture for the Agency.

Flow of Funds

[*To be added*]

Debt Service Reserve Fund

The Debt Service Reserve Requirement with respect to the Series 2016 Bonds will be \$_____ and the Series 2016 Debt Service Reserve Account will be initially funded [with the acquisition of the hereinafter described "Reserve Policy."] The accounts of the Debt Service Reserve Fund are created for each Series of Bonds and each series of Bonds only be secured by the related account thereof. Except as required for deposit to the Rebate Fund, any moneys deposited in the Debt Service Reserve Fund shall be applied solely for the purpose of paying the principal of, premium, if any, and interest on the Bonds, as the same becomes due and payable; provided, however,

such moneys may only be so utilized in the event that the moneys held in the Bond Fund are insufficient for such purpose. In the event that moneys held in the Debt Service Reserve Fund are utilized as provided in the Indenture or the amounts on deposit therein is otherwise less than the Debt Service Reserve Requirement, the respective account in the Debt Service Reserve Fund shall be replenished in accordance with the provisions of the Indenture. If moneys held in the Debt Service Reserve Fund at the end of each Bond Year equal an amount greater than the Debt Service Reserve Requirement, such excess shall be transferred and deposited in the appropriate account within the Bond Fund on such date to be used to pay interest on the Bonds secured by that account.

Additional Bonds

[To be determined]

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DEBT SERVICE REQUIREMENTS⁽¹⁾

The following table shows the debt service requirements for the Series 2016 Bonds for the dates shown:

<u>Payment Date</u>	<u>Series 2016A Bonds</u>		<u>Series 2016B Bonds</u>		<u>Period Total</u>
	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>	

(Source: The Municipal Advisor.)

PRO FORMA SCHEDULE OF PLEDGED REVENUES, DEBT SERVICE AND COVERAGE

The following table sets forth budgeted and projected Pledged Tax Increment Revenues, Pledged Franchise Tax Revenues, the debt service for the Series 2016 Bonds, and calculations of the respective debt service coverage factor for each of the following fiscal years ending June 30:

	<i>Budgeted</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>	<i>2026</i>
Revenues:											
Pledged Franchise Taxes: ⁽²⁾											
Energy Franchise Taxes											
Telecommunication											
Franchise Taxes											
Total											
Other sources of funds to be used to pay debt service:											
Investment Income											
Total											
Parity Lien Franchise Tax											
Obligations Debt Service											
Total Revenues Available for Series 2016 Bonds Debt Service											
Series 2016 Bond Debt Service											
Debt Service Coverage for the Series 2016 Bonds											

(Source: The Municipal Advisor and the Agency.)

[THE 2016 PROJECT]

[Proceeds from the Series 2016 Bonds will be used to provide [all or a portion of] funds to acquire property as well as certain improvements within the Agency's City Center Redevelopment Project Area.]

PLAN OF REFUNDING

Proceeds from the Series 2016 Bonds will be used to refund the outstanding Refunded Bonds. The Refunded Bonds are being refunded to produce an economic savings. The Refunded Bonds will be redeemed in the amounts, at the redemption prices, and on the redemption dates set forth below.

<u>Maturity Date</u>	<u>Amount</u>	<u>Redemption Price</u>	<u>Redemption Date</u>
----------------------	---------------	-------------------------	------------------------

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources of funds from the proceeds to be received from the sale of the Series 2016 Bonds (other than accrued interest, if any, which is to be deposited into the Bond Fund) and the estimated uses of such funds are shown in the following schedule:

Series 2016A Bonds

Sources of Funds

Principal Amount of the Series 2016A Bonds.....	\$
Total.....	\$

Uses of Funds

[Refunding of Refunded Bonds]	\$
[Deposit to Project Fund]	
Costs of Issuance ⁽¹⁾	\$
Total.....	\$

⁽¹⁾ Includes Underwriter's discount, legal, municipal advisor, and Trustee fees, [bond insurance premium and surety fees], and other costs and expenses related to the issuance of the Series 2016A Bonds.

Series 2016B Bonds

Sources of Funds

Principal Amount of the Series 2016B Bonds.....\$
Total.....\$

Uses of Funds

[Refunding of Refunded Bonds]\$
[Deposit to Project Fund]\$
Costs of Issuance⁽²⁾\$
Total.....\$

-
- ⁽¹⁾ Includes Underwriter's discount, legal, municipal advisor, and Trustee fees, [bond insurance premium and surety fees,] and other costs and expenses related to the issuance of the Series 2016B Bonds.

THE AGENCY

Establishment

On June 21, 1984, the City Council (the "City Council") of the City, established the Agency pursuant to and under the authority of the Community Reinvestment Agency Act. The principal place of business and office of the Agency is indicated on page i of this Official Statement.

Statutory Powers

Under the Community Reinvestment Agency Act, the Agency has the power, subject to the approval of the City Council of the City to the extent provided in the Community Reinvestment Agency Act, to: (1) undertake urban renewal projects, including the planning, development, replanning, redesign, clearance, reconstruction or rehabilitation of all or part of a designated project area and the provision of such residential, commercial, industrial, public or other structures or spaces as may be appropriate or necessary in the interest of the general welfare; (2) select urban renewal project areas that are determined to be blighted and formulate and adopt redevelopment plans, after public notice and hearing, to provide for development activities to be undertaken in those urban renewal project areas; (3) enter into contracts and agreements with owners and tenants of property within an urban renewal project area to arrange for their participation in development activities; (4) issue and sell bonds from time to time payable from specified limited sources to finance the undertaking of any urban renewal project under the Community Reinvestment Agency Act; and (5) exercise other powers as enumerated in the Community Reinvestment Agency Act, all in accordance with and subject to the specific requirements of the Community Reinvestment Agency Act. See "TAX INCREMENT FINANCING UNDER THE COMMUNITY REINVESTMENT AGENCY ACT" below.

In accordance with amendments to the Community Reinvestment Agency Act, the Agency does not have the authority to acquire property through eminent domain within redevelopment project areas.

Board of Directors

Pursuant to the Community Reinvestment Agency Act, the City Council has been designated as the Board of Directors of the Agency (the "Board"). The Board has appointed the City Manager as the Chief Executive Officer of the Agency.

The Board consists of seven members (the Mayor and the six members of the City Council), who serve by virtue of their election to the City Council of the City. This part-time Board performs legislative and policy-making duties for the Agency.

Members of the Board are as follows:

<u>Office</u>	<u>Person</u>	<u>Expiration of Current Term</u>
Chair	Steve Buhler	January 2018
Vice Chair	Tom Huynh	January 2020
Director	Ron Bigelow	January 2018
Director	Don Christensen	January 2020
Director	Karen Lang	January 2020
Director	Steve Vincent	January 2018

Agency Administration

The Chief Executive Officer of the Agency is responsible for the day-to-day administration of the affairs of the Agency. Legal counsel for the Agency is J. Eric Bunderson, Esq., Office of the City Attorney.

Budget Process

The Community Reinvestment Agency Act requires the Agency to prepare and adopt an annual budget prior to June 22 for each of its fiscal years, which begin on July 1 of each year and end on June 30 of the succeeding year. The Agency is required to hold a public hearing, after specified published notice, before it adopts its budget. The adopted budget may be amended, but any increase in total expenditures may be made only after compliance with the public notice and hearing requirements imposed by the Community Reinvestment Agency Act. The Agency is prohibited by the Community Reinvestment Agency Act to make expenditures in excess of the total expenditures established in the adopted or amended budget.

The Community Reinvestment Agency Act requires the Agency to cause its accounts to be audited annually by a competent certified public accountant and an audit report to be prepared, all at the same time and in the same manner as required by applicable Utah law for other public bodies and agencies.

Financial Information Regarding the Agency

The Agency does not prepare an independent audit. The City treats the Agency as a “component unit” within the City for accounting purposes and accounts for its financial resources as a special fund of the City. Therefore, all financial information with respect to the Agency is included within the audited financial statements of the City. Complete copies of the audited financial statements containing audited information with respect to the Agency may be obtained upon request through the Agency’s Treasurer. See APPENDIX A—GENERAL PURPOSE FINANCIAL STATEMENTS OF THE CITY FOR THE FISCAL YEAR ENDED JUNE 30, 2015.

The following summaries were extracted from the City’s audited financial statements for its fiscal years ended June 30, 2011 through 2015, but the following summaries are unaudited.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH
Statement of Revenues, Expenditures, And Changes In Fund Balances
–Governmental Funds–Redevelopment Agency

(This summary is unaudited.)

Fiscal Year Ended June 30,

Revenues:

- Taxes
- Interest Income
- Miscellaneous
- Total Revenues

Expenditures:

- Redevelopment Agency
- Debt Service:
 - Principal
 - Interest
 - Bond issuance costs
- Total Expenditures

Excess (Deficiency) of Revenues over/under
Expenditures

Other Financing Resources (Uses):

- Bonds issued
- Payment to refunded bond escrow agent
- Transfers in
- Transfers out
- Total Other Financing Sources (Uses)

Net Change in Fund Balances

Fund Balance Beginning

Fund Balance Ending

(Source: Extracted from the City's audited financial statements for the years shown. This summary itself is unaudited.)

REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH
Balance Sheet–Governmental Funds–Redevelopment Agency

(This summary is unaudited.)

Fiscal Year Ended June 30,

ASSETS

- Cash and cash equivalents
- Accounts receivable
- Taxes
- Due from other funds
- Land held for resale
- Restricted assets:
 - Cash and cash equivalents
- Total Assets

Liabilities:

- Accounts payable
- Accrued liabilities
- Due to other funds
- Deferred revenue
- Total Liabilities

Fund Balances:

- Reserved for:
 - Debt Service
 - Land held for resale
- Unreserved, reported in:
 - Special revenue funds
- Total Fund Balances

Total Liabilities and Fund Balances

(Source: Extracted from the City's audited financial statements for the years shown. This summary itself is not audited.)

Outstanding Debt of the Agency

The following tables set forth a summary of obligations of the Agency, the amounts outstanding as of September 1, 2016, and the purpose of such obligations. *[To be modified with effects of refunding]*

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Balance Outstanding</u>
2009 ⁽²⁾	Infrastructure, Mall	\$9,020,000	May 1, 2026	\$6,675,000
2010A ⁽³⁾	Refunding	9,380,000	November 1, 2021	8,270,000
2010B ⁽³⁾	Refunding	4,620,000	November 1, 2025	4,620,000
2012 ⁽⁴⁾	Valley Fair Mall	5,313,000	May 1, 2025	5,013,000
2014 ⁽⁵⁾	Land Acquisition	4,250,000	May 1, 2025	3,568,000
2015	Refunding	3,163,000	May 1, 2025	<u>2,799,000</u>
Total.....				<u>\$30,945,000</u>

- (1) Such obligations are not secured by the Pledged Revenues. Such obligations are secured by tax increment from the project areas in which they are located.
- (2) Secured by a lien on the Pledged Tax Increment Revenues that is senior to the lien that secures the Series 2016 Bonds.
- (3) For purposes of this Official Statement it is assumed that the Series 2016 Bonds are issued and outstanding and that the Refunded Bonds are defeased.

[The Agency also anticipates the issuance of its Tax Increment Revenue and Refunding Bonds, Series 2016A and Series 2016B, which will also [refund portions of the Prior RDA Bonds and finance [all or a part of] the 2016 Project.]

The Agency has also entered into various agreements wherein it has promised to pay to certain developers, businesses and governmental entities certain tax increment revenues to be collected from the project areas in which they are located. Such agreements are not payable from Pledged Revenues.

The Agency does not have any plans at this time to issue any Additional Bonds.

Insurance Coverage

The Agency carries insurance of the types and in the amounts typical for an entity of its nature.

Retirement Plan

The Agency participates in the Utah State Retirement System, which has been established pursuant to the provisions of Chapter 49, Utah Code Annotated 1953, as amended. The Utah State Retirement System is administered by the Utah State Retirement Board, which is a seven-member board appointed by the Governor with the approval of the State Senate. The cost-sharing multiple-employer public employee retirement systems that constitute the Utah State Retirement System are defined benefit retirement plans covering public employees of the State of Utah and employees of participating local governmental entities, such as the Agency.

For a further description of the Agency's participation in and contributions to the Utah State Retirement System, see Note 13 to the Financial Statements of the City as of June 30, 2015, attached as APPENDIX A to this Official Statement.

Other Post-Employment Benefits

The Governmental Accounting Standards Board previously published Statement No. 45, requiring governmental agencies that fund post-employment benefits on a pay-as-you-go basis to account for and report the outstanding obligations and commitments related to such post-employment benefits in essentially the same manner as for pensions. The Agency engaged a certified public accounting firm to review the post-employment benefits

funding status of the Agency. Based upon such undertaking, the Agency reports that it does not have any post-employment benefit liabilities that require disclosure and does not expect that any increased funding of post-employment benefits will have a material adverse effect on the ability of the Agency to make payments under with respect to the Bonds.

BONDOWNERS' RISKS

The purchase of the Series 2016 Bonds involves certain investment risks that are discussed throughout this Official Statement. Accordingly, each prospective purchaser of the Series 2016 Bonds should make an independent evaluation of all of the information presented in this Official Statement in order to make an informed investment decision. Certain of these risks are described below.

Limited Obligations

THE SERIES 2016 BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE AGENCY, PAYABLE FROM AND SECURED SOLELY BY A PLEDGE OF THE PLEDGED REVENUES. THE SERIES 2016 BONDS ARE NOT A GENERAL OBLIGATION OR DEBT OF THE CITY, THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS, BUT ARE SPECIAL, LIMITED OBLIGATIONS OF THE AGENCY PAYABLE SOLELY FROM THE PLEDGED TAX INCREMENT REVENUES, THE PLEDGED FRANCHISE TAX REVENUES, AND CERTAIN OTHER MONEYS PLEDGED UNDER THE INDENTURE. NEITHER THE CITY, THE STATE NOR ANY OF ITS POLITICAL SUBDIVISIONS SHALL BE LIABLE THEREON. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE STATE, OR ANY OF ITS POLITICAL SUBDIVISIONS IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, OR INTEREST OR PREMIUM ON, THE SERIES 2016 BONDS. In no event shall the Series 2016 Bonds give rise to a general obligation or liability of the City, the State or any of its political subdivisions, or a charge against their general credit or taxing powers, or be payable out of any funds or properties other than those of the Agency. The Series 2016 Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

[Termination of Authority to Allocate Pledged Tax Increment Revenues to the Agency After Tax Year 20__]

[The Community Reinvestment Agency Act authorizes tax increment revenues to be allocated to a redevelopment agency and pledged as security for payment of its bonds for a period of ____ years from the date of the approval of each redevelopment plan of each redevelopment project area. Tax increment revenues produced from taxes levied during that 32-year period with respect to each redevelopment project area (regardless of when received) will, however, remain subject to the pledge and lien of the respective indenture for the benefit of the owners of any bonds issued pursuant to such indenture. The Redevelopment Project Area is the source of the Pledged Tax Increment Revenues that are pledged to the payment, in part, of the Series 2016 Bonds. Based upon the date of approval of the Redevelopment Plan of the Redevelopment Project Area, the Agency's authority to collect the Pledged Tax Increment Revenues will expire in 20___.]

See "TAX INCREMENT FINANCING UNDER THE REDEVELOPMENT AGENCIES ACT" and "SECURITY FOR THE BONDS—Redevelopment Project Area—Pro Forma Pledged Tax Increment Revenues" above.

No Taxing Power or Related Authority

The Agency has no taxing power and does not control the levy, assessment, or collection of taxes that produce the Pledged Tax Increment Revenues that secure the Series 2016 Bonds. As more fully described (including definitions of the following terms) under "TAX INCREMENT FINANCING UNDER THE REDEVELOPMENT AGENCIES ACT" herein, Pledged Tax Increment Revenues are produced from the levy of a Composite Tax Rate upon the Incremental Value of taxable property within the Redevelopment Project Area. The Agency does not establish the Composite Tax Rate or any portion of the Composite Tax Rate, which is the aggregation of tax rates (within the limits provided by law) established by the respective Taxing Entities that impose ad valorem property taxes within the Redevelopment Project Area. The Composite Tax Rate varies from time to

time according to the needs of each particular Taxing Entity and the legal limits that may be imposed on each particular Taxing Entity. In addition, the Incremental Value of taxable property within the Redevelopment Project Area and the methods for determining such Incremental Value may change. The Agency can make no assurance that the Composite Tax Rate will not decrease or that the Incremental Value or the methods for determining such Incremental Value will not change as a result of events beyond its control that may have a materially adverse effect on the amount of Pledged Tax Increment Revenues allocated to the Agency to pay principal of and interest on the Series 2016 Bonds.

Limited Remedies

Upon the occurrence of an Event of Default under the Indenture, the Trustee is entitled to enforce the covenants and agreements of the Agency by mandamus, suit, or other proceeding at law or in equity. Any judgment will, however, only be enforceable against the Pledged Revenues and not against any other funds or properties of the Agency.

The enforceability of the Indenture is also subject to equitable principles affecting the enforcement of creditors' rights generally and liens securing such rights, the police powers of the State and the exercise of judicial authority by State or Federal courts.

In addition, due to the delays inherent in obtaining judicial remedies, it should not be assumed that these remedies could be accomplished rapidly. Any delays in obtaining judicial remedies to enforce the covenants and agreements of the Agency under the Indenture, to the extent enforceable, could result in delays in any payment of principal of and interest on the Series 2016 Bonds and any Additional Bonds.

Legislative Changes to Ad Valorem Property Tax System

Any legislation that shifts governmental revenue sources from ad valorem property taxes to a different revenue source could adversely affect the amount of Pledged Tax Increment Revenues allocated to the Agency to pay principal of and interest on the Series 2016 Bonds and any Additional Bonds. In addition, the amount of Pledged Tax Increment Revenues allocated to the Agency to pay principal of and interest on the Series 2016 Bonds and any Additional Bonds could be reduced by any legislation that (1) restricts or otherwise limits the calculation of assessed or taxable value of taxable property, the tax rates that may be levied by the respective Taxing Entities or the amount of tax revenues that may be generated, (2) broadens property tax exemptions or (3) makes adjustments that increase Base Year Values and thereby decrease Incremental Values. See "UTAH PROPERTY ASSESSMENT, TAX LEVY AND TAX COLLECTION PROCEDURES" below. Under limited circumstances relating primarily to changes in law as a result of legislative action or judicial decision, the Community Reinvestment Agency Act provides that the amount of tax increment revenues to be allocated to the Agency for payment of bonds or other indebtedness is not to be less than otherwise would have been allocated in the absence of the occurrence of any of such events. See "TAX INCREMENT FINANCING UNDER THE REDEVELOPMENT AGENCIES ACT—Base Year Value" below.

The Agency cannot predict what, if any other legislation may be enacted in the future that could adversely affect, to a material extent, the amount of Pledged Tax Increment Revenues allocated to the Agency to pay principal of and interest on the Bonds.

Uncertainty of Pledged Franchise Tax Revenues

The amount of Pledged Franchise Tax Revenues received by the City is dependent on a number of factors beyond the control of either the City or the State of Utah, including, but not limited to, the state of the U.S. economy, the economy of the State of Utah, weather fluctuations, and technological developments. Any one or more of these factors could result in the City receiving less Pledged Franchise Tax Revenues than anticipated. Due to a national and local economic downturn, the City may collect less Pledged Franchise Tax Revenues in future years than previously anticipated. During periods in which economic activity declines, Pledged Franchise Tax Revenues may fall as compared to an earlier year.

Limitation on Increasing Rates for Franchise Taxes

The City currently levies the maximum rate allowed under Utah law for the Municipal Energy Sales and Use Tax from which the Pledged Franchise Tax Revenues are derived. No assurance can be given that the Pledged Franchise Tax Revenues will remain sufficient for the payment of the obligations under the Pledge Agreement and the City is limited by Utah law in its ability to increase the rate of taxes from which Pledged Franchise Tax Revenues are derived.

LITIGATION

It is a condition of closing that the Agency execute a certificate to the effect that to the best of its knowledge, after due inquiry, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, which is pending or threatened, challenging the creation, organization or existence of the Agency, the titles of its officers to their respective offices, or the legality or validity of the Redevelopment Plan, the Redevelopment Project Area or any of the Agency's activities with respect to the adoption and implementation of the Redevelopment Plan or the designation of the Redevelopment Project Area, or seeking to restrain or enjoin the issuance, sale or delivery of the Series 2016 Bonds, or for the purpose of restraining or enjoin the allocation of Pledged Tax Increment Revenues or any other revenues to the Agency, or directly or indirectly contesting or affecting the proceedings or the authority by which the Series 2016 Bonds are issued, the legality of the purpose for which the Series 2016 Bonds are issued or the validity of the Series 2016 Bonds or the issuance thereof or the security therefor.

A non-litigation certificate executed by J. Eric Bunderson, Esq., Office of the City Attorney, dated the date of closing, will be provided stating, among other things, that, to the best of his knowledge, after due inquiry, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, which is pending or threatened, challenging the creation, organization or existence of the Agency, or the titles of its officers to their respective offices, or the legality or validity of the Redevelopment Plan, the Redevelopment Project Area or any of the Agency's activities with respect to the adoption and implementation of the Redevelopment Plan or the designation of the Redevelopment Project Area, or seeking to restrain or enjoin the issuance, sale or delivery of the Series 2016 Bonds, or for the purpose of restraining or enjoin the allocation of Pledged Tax Increment Revenues or any other revenues to the Agency, or directly or indirectly contesting or affecting the proceedings or the authority by which the Series 2016 Bonds are issued, the legality of the purpose for which the Series 2016 Bonds are issued or the validity of the Series 2016 Bonds or the issuance thereof or the security therefor.

INDEPENDENT ACCOUNTANTS

The general purpose financial statements of the City at and for the fiscal year ended June 30, 2015, contained in "APPENDIX A" to this Official Statement, have been audited by Keddington & Christensen, LLC ("K&C") independent auditors, as set forth in their report included in "APPENDIX A" hereto. The audited financial statements of the City are included as Appendix A hereto because they provide certain financial information of the Agency as well as general information with respect to the financial position of the City in which the Agency is located. The City is not, however, obligated to pay any debts or obligations of the Agency, including and in particular, the Series 2016 Bonds. K&C has not been asked to provide its consent to the inclusion of the audit in this Official Statement, nor has K&C performed any additional procedures relating to this Official Statement.

NO DEFAULTED BONDS

The Agency has not failed to pay principal and interest when due on its outstanding bonded indebtedness or other obligations.

MUNICIPAL ADVISOR

The Agency has entered into an agreement with Lewis Young Robertson & Burningham, Inc. (the "Municipal Advisor"), whereunder the Municipal Advisor provides financial recommendations and guidance to the Agency with respect to preparation for sale of the Series 2016 Bonds, timing of sale, tax-exempt bond market

conditions, costs of issuance and other factors related to the sale of the Series 2016 Bonds. The Municipal Advisor has not audited, authenticated or otherwise verified the information set forth in this Official Statement, or any other related information available to the Agency, with respect to accuracy and completeness of such information, and no guaranty, warranty or other representation is made by the Municipal Advisor respecting accuracy and completeness of this Official Statement or any other matter related to this Official Statement.

UNDERWRITING

_____, as underwriter (the “Underwriter”), has agreed to purchase the Series 2016A Bonds from the Agency at a purchase price of \$ _____ (representing the aggregate principal amount of the Series 2016A Bonds, less an underwriting discount of \$ _____) and the Series 2016B Bonds from the Agency at a purchase price of \$ _____ (representing the aggregate principal amount of the Series 2016B Bonds, less an underwriting discount of \$ _____).

The obligation of the Underwriter to purchase the Series 2016 Bonds is subject to a number of terms and conditions set forth in the Bond Purchase Contract between the Agency and the Underwriter. The Underwriter has advised the Agency that it intends to make a public offering of the Series 2016 Bonds at the yields and price set forth on the cover page hereof. Such yields and price may be changed from time to time by the Underwriter. The Underwriter may offer and sell Series 2016 Bonds to certain dealers (including dealers depositing bonds into investment trusts) and others at prices lower than the offering yields and price stated on the cover page hereof. Although the Underwriter expects to maintain a secondary market in the Series 2016 Bonds after the initial offering, no assurance can be made that such a market will develop or be maintained by the Underwriter or others.

BOND RATING

The Series 2016 Bonds are expected to be rated “_____” by _____. Such rating reflects only the view of the rating service, and an explanation of the significance of such rating may be obtained from the rating service which assigned it. See “BOND INSURANCE” herein.

Any explanation of the significance of the rating may be obtained only from the rating service furnishing the same. There is no assurance that the rating given will be maintained for any period of time or that the rating may not be lowered or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Any such downward change or withdrawal of such rating may have an adverse effect on the market price of the Series 2016 Bonds.

TAX MATTERS

The Series 2016A Bonds

Federal Income Tax. In the opinion of Ballard Spahr LLP, Bond Counsel to the City, interest on the Series 2016A Bonds is excludable from gross income for purposes of federal income tax under existing laws as enacted and construed on the date of initial delivery of the Series 2016A Bonds, assuming the accuracy of the certifications of the City and continuing compliance by the City with the requirements of the Internal Revenue Code of 1986 (the “Code”). Interest on the Series 2016A Bonds is not an item of tax preference for purposes of either individual or corporate federal alternative minimum tax (“AMT”); however, interest on Series 2016A Bonds held by a corporation (other than an S corporation, regulated investment company, or real estate investment trust) may be indirectly subject to federal AMT because of its inclusion in the adjusted current earnings of a corporate holder.

Original Issue Premium. Certain of the Series 2016A Bonds may be offered at a premium (“original issue premium”) over their principal amount. For federal income tax purposes, original issue premium is amortizable periodically over the term of such Series 2016A Bond through reductions in the holder’s tax basis for such Series 2016A Bond for determining taxable gain or loss from sale or from redemption prior to maturity. Amortization of premium does not create a deductible expense or loss. Holders should consult their tax advisors for an explanation of the amortization rules.

Original Issue Discount. Certain of the Series 2016A Bonds may be offered at a discount (“original issue discount”) equal generally to the difference between public offering price and principal amount. Original issue discount on a Series 2016A Bond accrues as tax-exempt interest periodically over the term of the Series 2016A Bond. The accrual of original issue discount increases the holder’s tax basis in the Series 2016A Bond for determining taxable gain or loss from sale or from redemption prior to maturity. Series 2016A Bondholders should consult their tax advisors for an explanation of the accrual rules.

State of Utah Income Tax. Bond Counsel is also of the opinion that interest on the Series 2016A Bonds is exempt from State of Utah individual income taxes under currently existing law.

The Series 2016B Bonds

Federal Income Tax. Interest on the Series 2016B Bonds is not excludable from gross income for federal income tax purposes.

State of Utah Income Tax. Series 2016 Bond Counsel is also of the opinion that interest on the Series 2016 Bonds is exempt from State of Utah individual income taxes under currently existing law.

No Further Opinion

Bond Counsel expresses no opinion regarding any other tax consequences relating to ownership or disposition of, or the accrual or receipt of interest on, the Series 2016 Bonds.

Changes in Federal and State Tax Laws

From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to herein or adversely affect the marketability or market value of the Series 2016 Bonds or otherwise prevent holders of the Series 2016 Bonds from realizing the full benefit of the tax exemption of interest on the Series 2016 Bonds. Further, such proposals may impact the marketability or market value of the Series 2016 Bonds simply by being proposed. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to Series 2016 Bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Series 2016 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2016 Bonds would be impacted thereby.

Purchasers of the Series 2016 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2016 Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

Circular 230 Disclosure. The above discussion relating to the Series 2016 Bonds was written to support the promotion and marketing of the Series 2016 Bonds and was not intended or written to be used, and cannot be used, by a taxpayer for purposes of avoiding United States federal income tax penalties that may be imposed. Each taxpayer should seek advice based on the taxpayer’s particular circumstances from an independent tax advisor.

APPROVAL OF LEGALITY

Legal matters incident to the authorization and issuance of the Series 2016 Bonds are subject to the approving opinion of Ballard Spahr LLP, Bond Counsel for the Agency. The expected form of the opinion of Bond Counsel is attached to this Official Statement as APPENDIX E. Certain legal matters will be passed upon for the

Agency by its counsel, Freyja Johnson, Esq. Certain legal matters will be passed upon for the City by its counsel, Brandon Hill, Esq.

ADDITIONAL INFORMATION

The foregoing and subsequent summaries or descriptions of provisions of the Series 2016 Bonds, the Indenture, and all references to other materials not purporting to be quoted in full are only brief outlines of some of the provisions thereof and do not purport to summarize or describe all of the provisions thereof, and reference is made to such documents for full and complete statements of their respective provisions. The Appendices attached hereto are a part of this Official Statement which, together with the Indenture, may be obtained during the offering period upon request directed to the Underwriter.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the Agency or the Underwriter and the purchasers or owners of any of the Series 2016 Bonds.

This Preliminary Official Statement is in a form “deemed final” by the Agency for purposes for Rule 15c2-12 of the Securities and Exchange Commission.

The execution and delivery of this Official Statement have been duly authorized by the Agency.

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY, UTAH

By: _____
Chair

APPENDIX A

**GENERAL PURPOSE FINANCIAL STATEMENTS OF THE CITY
FOR THE FISCAL YEAR ENDED JUNE 30, 2015**

APPENDIX B

FORM OF THE INDENTURE

The following document is a form of the Indenture. The final Indenture will be executed and delivered upon the issuance of the Series 2016 Bonds.

**APPENDIX C
ECONOMIC AND DEMOGRAPHIC
INFORMATION REGARDING THE CITY AND SALT LAKE COUNTY**

THE CITY

Demographic Statistics

Certain demographic information relating to the City is set forth in the following table:

<u>Fiscal Year</u>	<u>Population⁽¹⁾</u>	<u>Unemployment Rate⁽²⁾</u>
2015	134,999	3.5%
2014	134,283	4.1
2013	133,229	5.8
2012	131,877	5.2
2011	129,480	6.9
2010	126,117	6.3
2009	125,218	6.0
2008	124,963	2.7
2007	124,089	3.3
2006	120,757	6.6

⁽¹⁾ Data are projections by the West Valley City Community Development Department.

⁽²⁾ Utah Department of Workforce Services or estimates when actual numbers were not available.

(Source: The City.)

Construction Activity

The following table summarizes the value of permit authorized construction for the City for the years shown for both residential and commercial construction.

	<i>Calendar Year</i>				
	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
New Dwelling Units	274	527	382	191	99
New Residential Value (\$000)	33,136.1	59,716.3	42,545.7	20,776.9	10,929.2
New Nonresidential Value (\$000)	26,046.0	37,751.7	51,743.8	50,826.2	16,446.6
Additions/Alterations/Repairs					
Residential Value (\$000)	5,490.8	1,403.1	1,840.2	1,057.3	1,835.0
Additions/Alterations/Repairs					
Nonresidential Value (\$000)	<u>43,854.0</u>	<u>19,716.9</u>	<u>32,421.2</u>	<u>14,058.9</u>	<u>8,229.6</u>
Total Construction (\$000)	108,526.9	118,588.0	128,550.9	86,719.3	37,440.4

(Source: University of Utah Bureau of Economic and Business Research.)

SALT LAKE COUNTY

The following economic information is provided solely as background information regarding Salt Lake County (the "County"). The County is the economic and population center of the State. Based on 2010 Census data, the County has approximately 37% of the total population of the State. The State capital, Salt Lake City, is located in the County.

Comparative Unemployment Rates

<u>Year</u>	<u>County</u>	<u>State</u>	<u>United States</u>
2016*	3.5%	3.8%	4.7%
2015	3.3	3.5	5.0
2014	3.7	3.8	6.2
2013	4.2	4.4	7.4
2012	5.2	5.4	8.1
2011	6.6	6.8	8.9

* As of April 2016.

(Source: Utah Department of Workforce Services and the U.S. Department of Labor.)

Economic Indicators in the County

	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
LABOR FORCE (1)					
Labor Force (annual average)	589,256	577,571	571,229	557,101	546,644
Employed (annual average)	569,865	556,398	545,729	527,698	510,425
Unemployed (annual average)	19,391	21,173	25,500	29,403	36,219
Average Employment (Non-Farm Jobs)	661,297	639,466	624,309	603,919	583,010
% Change Prior Year	3.41	2.43	3.38	3.59	2.06
<i>Average Employment by Sector:</i>					
Agriculture, Forestry, Fishing & Hunting	192	179	194	213	217
Mining	2,696	2,948	3,399	3,652	3,220
Utilities	2,697	2,617	2,593	2,716	2,711
Construction	33,667	31,844	30,814	30,727	29,702
Manufacturing	53,410	52,453	52,616	52,554	51,227
Wholesale Trade	31,414	30,546	30,758	31,158	29,969
Retail Trade	69,718	67,573	66,700	64,437	61,153
Transportation and Warehousing	37,264	34,652	33,991	33,179	32,376
Information	18,292	18,474	18,265	17,761	16,567
Finance and Insurance	43,847	41,492	40,114	38,151	37,704
Real Estate and Rental and Leasing	9,840	9,611	9,294	9,166	9,010
Professional, Scientific & Technical Services	49,454	46,800	44,135	40,811	38,201
Management of Companies and Enterprises	16,622	16,558	16,319	16,101	15,664
Administrative, Support, Waste Management, & Remediation	50,537	48,471	46,631	43,587	41,823
Education Services	60,798	59,409	56,651	53,899	52,081
Health Care and Social Assistance	73,783	71,321	70,073	67,351	65,889
Arts, Entertainment, and Recreation	8,846	8,524	8,085	7,848	7,468
Accommodation and Food Services	47,803	46,214	44,774	42,524	40,787
Other Services and Unclassified Establishments	20,968	20,331	19,568	18,754	18,130
Public Administration	29,539	29,630	29,532	29,540	29,330
Total Establishments	41,519	40,040	38,702	36,826	35,890
Total Wages (\$Millions)	32,691.89	30,469.01	28,858.15	27,727.61	25,917.21

Economic Indicators (continued)

INCOME AND WAGES	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
Total Personal Income (\$000) (2)	n/a	\$46,437,317	\$45,552,565	\$44,029,166	\$41,382,606
Per Capita Income (2)	n/a	42,535	42,189	41,378	39,486
Median Household Income (2)	n/a	62,536	60,555	59,626	59,168
Average Monthly Nonfarm Wage (1)	\$4,120	\$3,971	\$3,852	\$3,826	\$3,705
SALES & CONSTRUCTION	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
Gross Taxable Sales (3)	\$24,256.5M	\$22,941.0M	\$21,986.1M	\$21,387.8M	\$19,879.6M
New Dwelling Units (4)	6,053	6,066	5,228	2,934	2,406
Total Construction Value (\$000) (4)	2,059,529.2	1,966,763.8	1,583,876.4	1,589,472.9	1,561,759.6
New Residential Value (\$000) (4)	1,028,601.8	1,052,539.4	906,737.9	634,610.4	478,994.2
New Nonresidential Value (\$000) (4)	595,273.5	467,928.3	407,459.1	608,593.5	624,547.0

(Sources: (1) Utah Department of Workforce Services; (2) U.S. Department of Commerce, Bureau of Economic Analysis, last updated November 20, 2014; (3) Utah State Tax Commission; (4) University of Utah Bureau of Economic and Business Research.)

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Major Employers in the County

The following is a list of some of the largest employers in the County.

<u>Firm Name</u>	<u>Industry</u>	<u>Approximate Number of Employees</u>
University of Utah	Higher Education	20,000+
Intermountain Health Care, Inc.	Health Care	20,000+
State of Utah	State Government	20,000+
Wal-Mart Associates, Inc.	Warehouse Clubs & Supercenters	15,000-19,999
Granite School District	Public Education	7,000-9,999
Smith's Food & Drug Centers	Grocery Stores	7,000-9,999
U.S. Postal Service	Federal Government	5,000-6,999
Salt Lake County	Local Government	5,000-6,999
Jordan School District	Public Education	5,000-6,999
The Canyons School District	Public Education	4,000-4,999
Home Depot U.S.A., Inc.	Retail Home Improvement	4,000-4,999
Zions Bank Management Services	Banking	4,000-4,999
Delta Air Lines, Inc.	Air Transportation	3,000-3,999
Department of Veterans Affairs	Health Care/Federal Government	3,000-3,999
Discover Products Inc.	Consumer Lending	3,000-3,999
Elwood Staffing Services, Inc.	Employment	3,000-3,999
L3 Communications	Communications Equipment Mfg.	3,000-3,999
Salt Lake City Corporation	Local Government	3,000-3,999
Salt Lake City School District	Public Education	3,000-3,999
Wells Fargo Bank, National Association	Banking	3,000-3,999
ARUP Laboratories	Medical Laboratory	2,000-2,999
C.R. England, Inc.	Trucking	2,000-2,999
Convergys Customer Management	Call Center	2,000-2,999
Costco Wholesale Corporation	Warehouse Clubs & Supercenters	2,000-2,999
Harmon City, Inc.	Grocery Stores	2,000-2,999
JetBlue Airways Corporation	Air Transportation	2,000-2,999
Maverick Country Stores Inc.	Retail	2,000-2,999
PacifiCorp	Power and Light	2,000-2,999
Salt Lake Community College	Higher Education	2,000-2,999
Sizzling Platter, LLC	Food Services	2,000-2,999
Skywest Airlines	Air Transportation	2,000-2,999
United Parcel Services	Parcel Delivery	2,000-2,999
Utah Transit Authority	Public Transportation	2,000-2,999

(Source: Utah Department of Workforce Services; as of February 2016.)

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the “Disclosure Undertaking”) is executed and delivered by the Redevelopment Agency of West Valley City, Utah (the “Agency”) in connection with the issuance of the Agency’s Franchise Tax Revenue Refunding Bonds, Series 2016A (Tax-Exempt) and the Franchise Tax Revenue Refunding Bonds, Series 2016B (Federally Taxable) (collectively, the “Bonds”). The Bonds are being issued pursuant to an Indenture of Trust dated as of _____, 2016 (the “Indenture”), by and between the Agency and ZB, National Association, as trustee (the “Trustee”). The Series 2016 Bonds are being issued to (a) refund and retire [all or a portion of] the Agency’s outstanding tax increment and revenue bonds; (b) provide [all or a portion of] funds to acquire property as well as certain improvements within the Agency’s City Center Redevelopment Project Area; [(c) fund a debt service reserve fund/finance the acquisition of a reserve policy with respect to the Series 2016 Bonds,] and (d) pay costs of issuing the Series 2016 Bonds. The Agency and the Trustee hereby covenant and agree as follows:

Section 1. Purpose of the Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the Agency and the Trustee for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriters in complying with the Rule (as each such term is defined below).

Section 2. Definitions. In addition to the definitions set forth in the Indenture or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Agency pursuant to, and as described in, Sections 3 and 4 of this Disclosure Undertaking.

“Dissemination Agent” shall mean, initially, the Trustee, or any successor Dissemination Agent designated in writing by the Agency and which has filed with the Trustee a written acceptance of such designation.

“Listed Events” shall mean any of the events listed in Section 5 of this Disclosure Undertaking.

“MSRB” shall mean the Municipal Securities Rulemaking Board, the address of which is 1300 I Street, NW, Suite 1000, Washington DC 20005-3314; Telephone (202) 838-1500; Fax (202) 898-1500, and the website address of which is www.msrb.org and www.emma.org (for municipal disclosures and market data).

“Official Statement” shall mean the Official Statement of the Issuer dated _____, 2016, relating to the Bonds.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with an offering of the Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Utah.

Section 3. Provision of Annual Reports.

(a) The Agency shall, or shall cause the Dissemination Agent to, not later than two hundred ten (210) days following the end of each fiscal year of the Agency, commencing with the fiscal year ending June 30, 2016, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Undertaking. Not later than five (5) business days prior to said date, the Agency shall provide the Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent). In each case, the Annual Report of the Agency may be submitted as a single

document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Undertaking; provided that the audited financial statements of the Agency may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Agency's fiscal year changes, it shall give notice of such change in the same manner as for Listed Event under Section 5(e).

(b) If by five (5) business days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Agency to determine if the Agency is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a), the Dissemination Agent shall send a notice to the MSRB.

(d) The Dissemination Agent shall:

(i) determine each year prior to the dates for providing the Annual Report of the Agency, the website address to which the MSRB directs the Annual Report to be submitted; and

(ii) file reports with the Agency certifying that its Annual Report has been provided pursuant to this Disclosure Undertaking, stating the date it was provided and listing the website address to which it was provided.

Section 4. Content of Annual Reports. The Agency's Annual Report shall contain or incorporate by reference the following:

(a) A copy of the annual financial statements of West Valley City, Utah (the "City") prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If the City's audited annual financial statements are not available by the time specified in Section 3(a) above, unaudited financial statements will be provided as part of the Annual Report and audited financial statements will be provided when and if available.

(b) An update of the information of the type contained in the Official Statement in the tables under the following headings: ["SECURITY FOR THE BONDS—Pledged Tax Increment Revenues—Redevelopment Project Area—Taxable Value—Largest Assesseees—Tax Collection History—Composite Tax Rate in the Redevelopment Project Area," "SECURITY FOR THE BONDS—Pledged Franchise Tax Revenues—Historical Pledged Franchise Tax Revenues," "HISTORICAL AND PRO FORMA SCHEDULE OF PLEDGED REVENUES, DEBT SERVICE AND COVERAGE" (as the same become historically available), and "THE AGENCY—Financial Information Regarding the Agency—Outstanding Debt of the Agency."]

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the Agency is an "obligated person" (as defined by the Rule) which have been made available to the public at the MSRB's internet website or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Agency shall clearly identify each such document incorporated by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5(a), the Agency shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner but not more than ten (10) Business Days after the event:

- (i) Principal and interest payment delinquencies;
- (ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iii) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (iv) Substitution of credit or liquidity providers, or their failure to perform;
- (v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vi) Defeasances;
- (vii) Tender offers;
- (viii) Bankruptcy, insolvency, receivership or similar proceedings; or
- (ix) Rating changes.

(b) Pursuant to the provisions of this Section 5(b), the Agency shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the Listed Event, if material:

- (i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;
- (ii) Appointment of a successor or additional trustee or the change of the name of a trustee;
- (iii) Non-payment related defaults;
- (iv) Modifications to the rights of the owners of the Bonds;
- (v) Bond calls; or
- (vi) Release, substitution or sale of property securing repayment of the Bonds.

(c) Whenever the Agency obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Trustee or otherwise, the Agency shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the Agency has determined that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Agency shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(e) If the Agency determines that the Listed Event would not be material under applicable federal securities laws, the Agency shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by the Agency to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB.

Section 6. Termination of Reporting Obligation. The Agency's obligations under this Disclosure Undertaking shall terminate upon the earlier of: (i) the date of legal defeasance, prior redemption or payment in full

of all of the Bonds; (ii) the date that the Agency shall no longer constitute an “obligated person” within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

Section 7. Dissemination Agent. The Agency may, from time to time, appoint or engage a Dissemination Agent to assist the Agency in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent. The initial Dissemination Agent shall be the Agency.

Section 8. Amendment, Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the Agency and the Trustee may amend this Disclosure Undertaking (and the Trustee shall agree to any amendment so requested by the Agency), and any provision of this Disclosure Undertaking may be waived, without the consent of the holders or beneficial owners of the Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The Agency will provide notice of such amendment or waiver to the MSRB.

Section 9. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the Agency from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Undertaking. If the Agency chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Undertaking, the Agency shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Agency or the Trustee to comply with any provision of this Disclosure Undertaking, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Agency or the Trustee, as the case may be, to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an event of default under the Indenture, and the sole remedy under this Disclosure Undertaking shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent (if other than the Trustee or the Trustee in its capacity as Dissemination Agent) shall have only such duties as are specifically set forth in this Disclosure Undertaking, and the Agency agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys’ fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent’s negligence, gross negligence or willful misconduct. The obligations of the Agency under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the Agency, the Trustee, the Dissemination Agent, the Participating Underwriters, the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 13. Counterparts. This Disclosure Undertaking may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

DATE: _____, 2016.

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY, UTAH

By: _____
Chair

By: _____
Chief Executive Officer

APPENDIX E

FORM OF OPINION OF BOND COUNSEL

We have acted as bond counsel for the Redevelopment Agency of West Valley City, Utah (the “Agency”), in connection with the issuance by the Agency of its Revenue [and] Refunding Bonds, Series 2016A (Tax-Exempt) (the “Series 2016A Bonds”) and the Revenue [and] Refunding Bonds, Series 2016B (Federally Taxable) (the “Series 2016B Bonds”) and together with the Series 2016A Bonds, the “Series 2016 Bonds”). The Series 2016 Bonds are being issued pursuant to (i) an authorizing resolution adopted September ____, 2016, by the Board of Directors of the Agency; (ii) an Indenture of Trust dated as of _____ 1, 2016 (the “Indenture”), between the Agency and ZB, National Association, as trustee, (iii) the Limited Purpose Local Government Entities–Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended (the “Act”), and (iv) other applicable provisions of law. The Series 2016 Bonds are being issued to (a) refund and retire [all or a portion of] the Agency’s outstanding tax increment and revenue bonds; (b) provide [all or a portion of] funds to acquire property as well as certain improvements within the Agency’s City Center Redevelopment Project Area; [(c) fund a debt service reserve fund/finance the acquisition of a reserve policy with respect to the Series 2016 Bonds,] and (d) pay costs of issuing the Series 2016 Bonds. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

Our services as bond counsel have been limited to the preparation of the legal proceedings and supporting certificates authorizing the issuance of the Series 2016 Bonds under the applicable laws of the State of Utah and to a review of the transcript of such proceedings and certificates. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation. Our examination has been limited to the foregoing as they exist or are in effect as of the date hereof. Our opinion is limited to the matters expressly set forth herein, and we express no opinion concerning any other matters.

Based on our examination and the foregoing, we are of the opinion under currently existing law and as of the date hereof, as follows:

1. The Indenture has been duly authorized, executed, and delivered by the Agency, and constitutes a valid and binding obligation of the Agency.
2. The Indenture creates a valid lien on the Pledged Revenues and other amounts pledged thereunder for the security of the Series 2016 Bonds.
3. The Series 2016 Bonds are valid and binding special limited obligations of the Agency, payable solely from the Pledged Revenues pledged therefor in the Indenture, and the Series 2016 Bonds do not constitute a general obligation indebtedness of the Agency within the meaning of any state constitutional provision or statutory limitation, nor a charge against the general credit of the Agency. The Agency has no taxing power.
4. Interest on the Series 2016A Bonds is excludable from gross income for purposes of federal income tax under existing laws as enacted and construed on the date of initial delivery of the Series 2016A Bonds, assuming the accuracy of the certifications of the City and continuing compliance by the City with the requirements of the Internal Revenue Code of 1986 (the “Code”). Interest on the Series 2016A Bonds is not an item of tax preference for purposes of either individual or corporate federal alternative minimum tax (“AMT”); however, interest on Series 2016A Bonds held by a corporation (other than an S corporation, regulated investment company, or real estate investment trust) may be indirectly subject to federal AMT because of its inclusion in the adjusted current earnings of a corporate holder.
5. Interest on the Series 2016B Bonds is not excludable from gross income for purposes of federal income tax.
6. Interest on the Series 2016 Bonds is exempt from State of Utah individual income taxes.

In rendering this opinion we wish to advise you as follows:

(i) Rights of the holders of the Series 2016 Bonds and the enforceability of the documents identified in this opinion may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases;

(ii) We express no opinion herein as to the accuracy, adequacy, or completeness of the Official Statement or any other offering material relating to the Series 2016 Bonds; and

(iii) Except as set forth above, we express no opinion regarding any other tax consequences relating to ownership or disposition of, or the accrual or receipt of interest on, the Series 2016 Bonds.

Respectfully submitted,

APPENDIX F

PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Bonds. The Bonds are to be issued as fully-registered bonds registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate is to be issued for each series of the Bonds, each in the aggregate principal amount of such series, and will be deposited with DTC.

DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which are to receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial

Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Agency as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds are to be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Agency or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Direct or Indirect Participants to Beneficial Owners are to be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Direct or Indirect Participant and not of DTC nor its nominee, the Paying Agent, or the Agency, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Agency or the Paying Agent, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Agency. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Agency may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Agency believes to be reliable, but the Agency takes no responsibility for the accuracy thereof.

BOND PURCHASE AGREEMENT

\$ _____

Redevelopment Agency of West Valley City, Utah
Tax Increment Revenue Bonds
Series 2016

_____, 2016

Redevelopment Agency of West Valley City, Utah
3600 South Constitution Boulevard
West Valley City, Utah 84119

The undersigned, _____ (the "Purchaser"), offers to purchase from the Redevelopment Agency of West Valley City, Utah (the "Issuer"), all (but not less than all) of the \$ _____ Tax Increment Revenue Bonds, Series 2016 (the "Series 2016 Bonds"), with delivery and payment at the offices of Ballard Spahr LLP in Salt Lake City, Utah, based upon the covenants, representations, and warranties set forth below. This offer is made subject to your acceptance of this Bond Purchase Agreement (the "Bond Purchase Agreement") on or before 11:59 p.m., Utah time, on the date hereof.

1. Upon the terms and conditions and upon the basis of the representations set forth herein, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Purchaser, the Series 2016 Bonds. Exhibit A, which is hereby incorporated by reference into this Bond Purchase Agreement, contains a brief description of the Series 2016 Bonds, the manner of their issuance, the purchase price to be paid, and the expected date of delivery and payment.

2. You represent and covenant to the Purchaser that (a) you have and will have at the Closing the power and authority to enter into and perform this Bond Purchase Agreement, to adopt the resolution dated _____, 2016 (the "Resolution"), to execute and deliver the Indenture of Trust dated as of _____, 2016, by and between the Issuer and _____, as trustee (the "Indenture"), and to deliver and sell the Series 2016 Bonds to the Purchaser, (b) this Bond Purchase Agreement, the Resolution, the Indenture, and the Series 2016 Bonds do not and will not conflict with or create a breach or default under any existing law, regulation, order, or agreement to which the Issuer is subject, (c) no governmental approval or authorization other than the Resolution is required in connection with the sale of the Series 2016 Bonds to the Purchaser, (d) this Bond Purchase Agreement, the Indenture, and the Series 2016 Bonds are and shall be at the time of the Closing legal, valid, and binding obligations of the Issuer enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, or other similar laws generally affecting creditors' rights, (e) no litigation in the State of Utah or federal courts has been served on the Issuer or, to the knowledge of the Issuer, is threatened against or affecting the Issuer or affecting the corporate existence of the Issuer

or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoin the sale, issuance, or delivery of the Series 2016 Bonds or in any way contesting or affecting the transactions contemplated hereby or the validity or enforceability of the Series 2016 Bonds, the Resolution, the Indenture, or this Bond Purchase Agreement, or contesting the powers of the Issuer or any authority for the issuance, sale and delivery of the Series 2016 Bonds, the adoption of the Resolution, or the execution and delivery of the Indenture, and this Bond Purchase Agreement, and (f) no material adverse change in the financial condition of the Issuer has occurred since the date of the Issuer's last financial statements delivered to the Purchaser.

3. As conditions to the Purchaser's obligations hereunder:

(a) From June 30, 2015, to the date of delivery of the Series 2016 Bonds, there shall not have been any material adverse change in the financial condition or general affairs of the Issuer.

(b) From the date of this Bond Purchase Agreement, there shall not be any international or national crisis, suspension of stock exchange trading, or banking moratorium materially affecting, in the Purchaser's opinion, the market price of the Series 2016 Bonds.

(c) At the Closing, the Issuer will deliver or make available to the Purchaser:

(i) Executed copies of the Resolution, the Indenture and the Pledge Agreement (as defined in the Indenture);

(ii) The Series 2016 Bonds, in definitive form, duly executed;

(iii) A certificate from authorized officers of the Issuer, in form and substance acceptable to the Purchaser, to the effect that the representations and information of the Issuer contained in this Bond Purchase Agreement delivered to us with respect to the Issuer are true and correct when made and as of the Closing;

(iv) Acknowledgment of the costs of issuance budget with respect to the issuance of the Series 2016 Bonds;

(v) The approving opinion of Ballard Spahr LLP, Bond Counsel, satisfactory to the Purchaser, dated the date of Closing, substantially to the effect that the Series 2016 Bonds are valid and binding obligations of the Issuer; and

(vi) Such additional certificates, instruments, and other documents (including, without limitation, those set forth in Exhibit A, if any) as the Purchaser may deem necessary with respect to the issuance and sale of the Bonds, all in form and substance satisfactory to the Purchaser.

4. The Issuer will pay the cost of the fees and disbursements of counsel to the Issuer, the Purchaser, the Trustee, the Municipal Advisor, and of Bond Counsel from proceeds of the Series 2016 Bonds.

5. This Bond Purchase Agreement is intended to benefit only the parties hereto, and the Issuer's representations and warranties shall survive any investigation made by or for the Purchaser, delivery, and payment for the Series 2016 Bonds, and the termination of this Bond Purchase Agreement.

Sincerely,

[PURCHASER]

By: _____

Title: _____

REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH

By: _____

Chair

(SEAL)

ATTEST AND COUNTERSIGN:

By: _____

Secretary

EXHIBIT A

DESCRIPTION OF SERIES 2016 BONDS

Issue Size: \$ _____

Purchase Price: \$ _____

Interest Payment Date: _____ and _____ of each and every year, commencing _____.

Interest Rate: _____ %

Maturity Date: _____

Dated Date: Initial delivery date of Series 2016 Bonds

Form: Registered Bonds

Closing Date: _____, 2016 (or such other date as agreed upon by the Purchaser and the Issuer).

Redemption: The Series 2016 Bonds are subject to redemption and purchase prior to maturity, at the times, with notice and at the prices set forth in the Indenture.

BOND PURCHASE CONTRACT

\$ _____

Redevelopment Agency of West Valley City, Utah
Revenue [and] Refunding Bonds
Series 2016

_____, 2016

Redevelopment Agency of West Valley City
3600 Constitution Boulevard
West Valley City, Utah 84119

The undersigned, _____, as the underwriter of the hereinafter defined Series 2016 Bonds (the "Underwriter"), acting on behalf of the Underwriter and not as fiduciary or agent for you, offers to enter into this Bond Purchase Contract (the "Purchase Contract") with the Redevelopment Agency of West Valley City, Utah (the "Issuer") which, upon the acceptance by the Issuer of this offer, shall be in full force and effect in accordance with its terms and shall be binding upon you and the Underwriter.

This offer is made subject to your acceptance and approval on or before 11:59 p.m. Utah Time, on the date hereof. Terms not otherwise defined herein shall have the same meanings as are set forth in the hereinafter referred to Official Statement.

ARTICLE I

SALE, PURCHASE AND DELIVERY

Section 1.1. (a) On the basis of the representations, warranties and agreements contained herein and upon the terms and conditions herein set forth, the Underwriter hereby agrees to purchase, and the Issuer hereby agrees to sell to the Underwriter, all, but not less than all, of the Issuer's \$_____ aggregate principal amount of Revenue [and] Refunding Bonds, Series 2016 (the "Series 2016 Bonds"), at a purchase price of \$_____ (representing the principal amount of the Series 2016 Bonds, [plus a [net] reoffering premium of \$_____] and less an Underwriter's discount of \$_____) plus accrued interest, if any, from their dated date to the Closing Date (as hereinafter defined). The Series 2016 Bonds will mature on the dates and in the amounts and bear interest at the rates per annum as set forth in Schedule A hereto.

(b) The Series 2016 Bonds shall be as described in the Official Statement dated _____, 2016, of the Issuer relating to the Series 2016 Bonds (together with all appendices thereto, the "Official Statement"). The Series 2016 Bonds are authorized, and shall be issued and secured under and pursuant to (i) an Indenture of Trust, dated as of _____, 2016 (the "Indenture"), by and

between the Issuer and [ZB, National Association], as trustee (the “Trustee”); (ii) a resolution of the Board of Directors of the Issuer (the “Board”) adopted on _____, 2016 (the “Resolution”); (iii) a resolution (the “City Resolution”) of the City Council of West Valley City, Utah (the “City”) adopted on _____, 2016; and (iv) the Limited Purpose Local Government Entities-Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (together, the “Act”).

(c) The Series 2016 Bonds are payable from, and pursuant to the Indenture the Issuer has pledged and assigned to the Trustee, the Pledged Revenues, which include, among other things, (i) the Franchise Tax Revenues received by the Issuer from the City pursuant to that certain Franchise Tax Contribution Agreement, dated as of [September 1], 2016 (the “Contribution Agreement”), by and between the Issuer and the City and (ii) Investment Income; all as security for the payment of the principal of, and premium, if any, and interest on, the Series 2016 Bonds. The Series 2016 Bonds are being issued for the purpose of providing funds to [(i) facilitate economic development by financing the acquisition and construction of certain improvements within the Redevelopment Project Area;] [(ii) refund the Refunded Bonds (as defined below);] [(ii) fund a deposit to the debt service reserve fund;] and (iii) pay certain costs associated with the issuance of the Bonds.

(d) The Issuer has previously issued or incurred and has outstanding as of the date of this Purchase Contract its (i) Tax Increment and Sales Tax Revenue Bonds, Series 2009 (the “Series 2009 Bonds”); (ii) Franchise Tax and Tax Increment Revenue Refunding Bonds, Series 2010A (the “Series 2010A Bonds”); (iii) Franchise Tax and Tax Increment Revenue Bonds, Series 2010B (Federally Taxable-Issuer Subsidy-Build America Bonds) (the “Series 2010B Bonds”); (iv) Subordinate Tax Increment and Subordinate Sales Tax Revenue Bonds, Series 2012 (the “Series 2012 Bonds”); and its (v) Taxable Subordinate Tax Increment Revenue Bonds, Series 2014 (the “Series 2014 Bonds,” and together with the Series 2009 Bonds, the Series 2010A Bonds, the Series 2010B Bonds, the Series 2012 Bonds, the “Outstanding RDA Bonds”) [to finance certain improvements within the Project Area]. [The _____ Bonds (collectively, the “Refunded Bonds”) will be refunded with proceeds of the Series 2016 Bonds.]

(e) After the refunding of the Refunded Bonds, the Issuer and the City will have no other obligations payable from and secured by a lien on the Pledged Franchise Tax Revenues on a parity with the lien of the Series 2016 Bonds, other than the City’s outstanding Franchise Tax Revenue Refunding Bonds, Series 2009 (the “Outstanding Parity Obligations”).

(f) The Indenture, the Series 2016 Bonds, the Resolution, the Contribution Agreement, and the Continuing Disclosure Undertaking (defined below), and this Purchase Contract are sometimes referred to collectively herein as the “Transaction Documents.”

(g) The Underwriter agrees to make an initial public offering of the Series 2016 Bonds at the offering prices or yields set forth on the inside front cover page of the Official Statement. The Underwriter may, however, change such initial offering prices or yields as it may deem necessary in connection with the marketing of the Series 2016 Bonds and offer and sell the Series 2016 Bonds to certain dealers (including dealers depositing the Series 2016 Bonds into investment trusts) and others at prices lower than the initial offering prices or yields set forth in the Official Statement. The Underwriter also reserve the right (i) to engage in transactions that stabilize, maintain or otherwise affect the market prices of the Series 2016 Bonds and (ii) to discontinue such transactions, if commenced, at any time without prior notice.

Section 1.2. (a) By acceptance and approval of this Purchase Contract, the Issuer hereby authorizes the use of copies of the Official Statement. The Issuer hereby agrees to provide to the Underwriter within seven (7) business days of the date hereof sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of paragraph (b)(4) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board. The Issuer has heretofore “deemed final” the Preliminary Official Statement dated _____, 2016, and relating to the Series 2016 Bonds for purposes of paragraph (b)(1) of Rule 15c2-12 and the Issuer acknowledges and ratifies the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Series 2016 Bonds.

(b) In order to assist the Underwriter in complying with paragraph (b)(5) of Rule 15c2-12, the Issuer will undertake, pursuant to a Continuing Disclosure Undertaking (the “Continuing Disclosure Undertaking”), to be dated as of the Closing Date to provide annual reports and notices of certain events. A form of the Continuing Disclosure Undertaking is set forth as Appendix D to the Preliminary Official Statement and will also be set forth as Appendix D to the Official Statement.

Section 1.3. At approximately 9:00 a.m., Utah time, on _____, 2016, or on such later date as shall be agreed upon in writing by the Issuer and the Underwriter (the “Closing Date”), the Issuer will cause the Series 2016 Bonds to be delivered to or for the account of the Underwriter in definitive form, duly executed and authenticated, at such place designated by the Underwriter and will deliver to the Underwriter the other documents herein mentioned at the offices of Ballard Spahr LLP, 201 South Main Street, Suite 800, Salt Lake City, Utah, or such other location as may be mutually agreed upon by the Issuer and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Series 2016 Bonds as set forth in paragraph 1.1(a) hereof by wire transfer, payable in federal funds or other immediately available funds to the order of the Trustee (such delivery and payment are herein called the “Closing”). The Series 2016 Bonds shall be initially issued in the form of one fully registered bond for each maturity of the Series 2016 Bonds, shall be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“DTC”), and shall be made available to DTC or its

agent for the account of the Underwriter in New York, New York (or such other place designated by the Underwriter).

ARTICLE II

REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF ISSUER

By its acceptance hereof, the Issuer represents and warrants to and covenants with the Underwriter that:

Section 2.1. The Issuer is a body politic duly organized and existing under the laws of the State of Utah with full power and authority to consummate the transactions contemplated by the Transaction Documents, including the execution, delivery and/or approval of all documents and agreements referred to herein or therein.

Section 2.2. The Board has duly adopted the Resolution, has duly authorized and approved the execution and distribution of the Preliminary Official Statement and the Official Statement, and has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in the Transaction Documents and, as of the Closing Date, each will be in full force and effect and, as of the Closing Date, neither the Resolution nor any of the Transaction Documents will have been amended, supplemented, rescinded, repealed or otherwise modified except with the approval of the Underwriter.

Section 2.3. The adoption of the Resolution, the execution and delivery of the Transaction Documents, the compliance by the Issuer with the provisions of any or all of the foregoing documents, and the application of the proceeds of the Series 2016 Bonds for the purposes described in the Official Statement do not and will not conflict with or result in the material breach of any of the terms, conditions or provisions of, or constitute a default under, any existing law, court or administrative regulation, decree or order, agreement, indenture, mortgage, lease or instrument to which the Issuer is a party or by which the Issuer or any of its property is or may be bound.

Section 2.4. The Issuer has duly authorized all necessary action to be taken by it for the adoption of the Resolution; the issuance and sale of the Series 2016 Bonds by the Issuer upon the terms and conditions set forth herein, in the Official Statement, and the Transaction Documents; and the execution, delivery and receipt of the Transaction Documents, and any and all such agreements, certificates and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, effectuate and consummate the transactions contemplated hereby and by the Official Statement, including but not limited to such certifications as may be necessary to establish and preserve the excludability from gross income for federal income tax purposes of interest on the Series 2016 Bonds.

Section 2.5. Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court,

public board or body, pending or threatened against the Issuer or others (a) affecting the existence of the Issuer or the titles of its officers to their respective offices; (b) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2016 Bonds or the revenues or assets of the Issuer mortgaged, appropriated, encumbered or pledged pursuant to the Indenture; (c) in any way contesting or affecting the validity or enforceability of the Series 2016 Bonds or any of the Transaction Documents or the transactions contemplated thereby; (d) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (e) contesting the powers of the Issuer or any authority for the issuance of the Series 2016 Bonds or the execution and delivery of any of the Transaction Documents.

Section 2.6. When delivered to and paid by the Underwriter at the Closing in accordance with the provisions of this Purchase Contract, the Series 2016 Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding special limited obligations of the Issuer in conformity with, and entitled to the benefit and security of the Indenture on a parity with the Outstanding Parity Obligations.

Section 2.7. The Issuer is not in breach of or in default under any material existing law, court or administrative regulation, decree or order, ordinance, resolution, agreement, indenture, mortgage, lease, sublease or other instrument to which the Issuer is a party or by which the Issuer or its property is bound; and the execution and delivery of the Series 2016 Bonds, the Transaction Documents, and this Purchase Contract, and compliance with the provisions thereof, will not conflict with or constitute a material breach or a default under any law, administrative regulation, judgment, decree, loan agreement, mortgage, indenture, deed of trust, note, resolution, agreement or other instrument to which the Issuer or its property is or may be bound.

Section 2.8. No event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under the Transaction Documents, or which could have a material adverse effect on the financial condition of the Issuer, receipt by the Issuer of the Pledged Revenues, or the transactions contemplated by the Transaction Documents, or have a material adverse effect on the validity or enforceability in accordance with their respective terms of the Transaction Documents or this Purchase Contract or in any way adversely affect the existence or any powers of the Issuer or the titles of its officers to their respective positions or the excludability from gross income for federal income tax purposes of interest on the Series 2016 Bonds.

Section 2.9. The information contained in the Preliminary Official Statement was, as of its date, and will be, as of the Closing Date, true and correct in all material respects. The Preliminary Official Statement does not contain, and the Official Statement, as of its date and as of the Closing Date, will not contain any untrue statement of a material fact, and the Preliminary Official Statement does not omit and the Official Statement, as of its date and as of the Closing Date, will not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not be deemed to cover or apply to

(x) information provided to the Issuer in writing by the Underwriter and included on the inside front cover page of the Preliminary Official Statement or the Official Statement regarding the principal amount, interest rates, maturities and initial public offering prices of the Series 2016 Bonds or (y) statements in the Preliminary Official Statement or the Official Statement under the captions [“THE SERIES 2016 BONDS—Book-Entry Only System,” “UNDERWRITING,” “APPENDIX F.”]

Section 2.10. The Issuer will not take or omit to take any action which will in any way cause the proceeds from the sale of the Series 2016 Bonds to be applied or result in such proceeds being applied in a manner inconsistent with the Transaction Documents.

Section 2.11. The Issuer hereby authorizes the use of the Official Statement, including all amendments and supplements thereto, by the Underwriter in connection with the public offering and sale of the Series 2016 Bonds and consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Series 2016 Bonds.

Section 2.12. The Issuer agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Series 2016 Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer shall not be required with respect to the offer or sale of the Series 2016 Bonds to file written consent to suit or to file written consent to service of process in any jurisdiction. The Issuer hereby consents to the use of the Official Statement by the Underwriter in obtaining such qualification.

Section 2.13. If between the date of this Purchase Contract and 25 days following the “end of the underwriting period” (which the Issuer can assume is the Closing Date unless otherwise notified in writing by the Underwriter) any event shall occur which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter. If the Official Statement is amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Contract by notification to the Issuer at any time prior to the Closing if, in the reasonable judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Series 2016 Bonds.

Section 2.14. When executed by the respective parties thereto, this Purchase Contract and the Transaction Documents will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms except that the rights and obligations under the Transaction Documents, and this Purchase Contract are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors’ rights, to the application of equitable principles

if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of Utah.

Section 2.15. The Issuer has complied, and will at the Closing be in compliance in all respects, with the obligations on its part contained in the Transaction Documents and this Purchase Contract and any and all other agreements relating thereto.

Section 2.16. Each representation, warranty or agreement stated in any certificate signed by any officer of the Issuer and delivered to the Underwriter at or before the Closing shall constitute a representation, warranty, or agreement by the Issuer upon which the Underwriter shall be entitled to rely.

Section 2.17. With the exception of the Refunded Bonds and the Outstanding Parity Obligations, the Issuer has not otherwise pledged or assigned the Pledged Revenues other than to secure and pay the Series 2016 Bonds and the Series 2016 Bonds enjoy a first lien and pledge on the Pledged Franchise Tax Revenues on a parity with the Outstanding Parity Obligations.

Section 2.18. The Issuer has never failed to pay principal and interest when due on any of its bonded indebtedness or other obligations nor has the Issuer ever failed to appropriate sufficient amounts to timely pay any of its lease obligations;

Section 2.19. Those portions of the audited basic financial statements of the City for fiscal year ended June 30, 2015, relating to the Issuer, present fairly the financial position of the Issuer at June 30, 2015, and the results of its operations and changes in financial position for the years then ended; any other statements and data submitted in writing by the Issuer to the Underwriter in connection with this Purchase Contract are true and correct in all material respects as of their respective dates; except as described in the Official Statement and except as otherwise disclosed by the Issuer to the Underwriter, since June 30, 2015, there has been no material adverse change in the condition, financial or otherwise, of the Issuer from that set forth in the audited financial statements as of and for the year ended that date, and the Issuer has not since June 30, 2015, incurred any material liabilities, directly or indirectly, whether or not arising in the ordinary course of its operations;

Section 2.20. Any instances of non-compliance by the Issuer within the last five years with each undertaking it has entered into pursuant to Rule 15c2-12, have been properly disclosed by the Issuer in the Preliminary Official Statement and the Official Statement.

Section 2.21. The Issuer will not take or omit to take any action that will in any way cause the proceeds from the sale of the Series 2016 Bonds to be applied or result in such proceeds being applied in a manner inconsistent the Indenture;

ARTICLE III

UNDERWRITERS' CONDITIONS

Section 3.1. The Underwriter have entered into this Purchase Contract in reliance upon the performance by the Issuer of its obligations hereunder. The Underwriter' obligations under this Purchase Contract are and shall be subject to the following further conditions:

(a) At the time of Closing for the Series 2016 Bonds, (1) the Transaction Documents shall be in full force and effect and shall not have been revoked, rescinded, repealed, amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter, and (2) the Issuer shall have duly adopted and there shall be in full force and effect such resolutions and ordinances as, in the opinion of Ballard Spahr, LLP, bond counsel to the Issuer ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby.

(b) The Underwriter may terminate their obligations hereunder by written notice to the Issuer if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(i) (A) Legislation shall have been enacted by the Congress, introduced in the Congress, or recommended to the Congress for passage by the President of the United States or the United States Department of the Treasury or the Internal Revenue Service or any member of the United States Congress, or favorably reported for passage to either House of Congress by any Committee of such House to which such legislation has been referred for consideration, or (B) a decision shall have been rendered by a court established under Article III of the Constitution of the United States, or the United States Tax Court, or (C) an order, ruling, regulation, or communication (including a press release) shall have been issued by the Treasury Department of the United States or the Internal Revenue Service or (D) any action shall be taken or statement made by or on behalf of the President of the United States or the Department of Treasury or the Internal Revenue Service or any member of the United States Congress which indicates or implies that legislation will be introduced in the current or next scheduled session of the United States Congress, with the purpose or effect, directly or indirectly, of requiring the inclusion in gross income for federal income tax purposes of interest to be received by any owners of the Series 2016 Bonds; or

(ii) Legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of the Underwriter, has the effect of requiring the offer or sale of the Series 2016 Bonds to be registered under the Securities Act or any other "security," as defined in the Securities Act, issued in connection with or as part of the

issuance of the Series 2016 Bonds to be so registered or the Indenture to be qualified as an indenture under the Trust Indenture Act of 1939, as amended; or any event shall have occurred or shall exist which, in the reasonable judgment of the Underwriter, makes or has made untrue or incorrect in any respect any statement or information contained in the Official Statement or is not or was not reflected in the Official Statement but should be or should have been reflected therein in order to make the statements or information contained therein not misleading in any material respect; or

(iii) In the reasonable judgment of the Underwriter, it is impractical or inadvisable for the Underwriter to market or sell or enforce agreements to sell Series 2016 Bonds because (A) trading in securities generally shall have been suspended on the New York Stock Exchange, Inc., or a general banking moratorium shall have been established by federal or the State of Utah authorities or a material disruption in commercial banking or securities settlement or clearance services shall have occurred, or (B) the State of Utah shall have taken any action, whether administrative, legislative, judicial or otherwise, which would have a material adverse effect on the marketing or sale of the Series 2016 Bonds, including any action relating to the tax status of the Series 2016 Bonds under federal or Utah law as set forth in the opinion of Bond Counsel attached as Appendix E to the Official Statement, or (C) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise; or (D) a war involving the United States of America shall have been declared or any other conflict involving the armed forces of the United States of America has escalated, in either case to such a magnitude as to materially adversely affect the Underwriter's ability to market the Series 2016 Bonds; (E) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the States of New York or Utah or if any material disruption in commercial banking or securities settlement or clearance services shall have occurred; or

(iv) Any financial rating assigned to the Series 2016 Bonds or any other obligations of the Issuer by S&P Global Ratings ("S&P"), Fitch Ratings, Inc. ("Fitch"), or Moody's Investors Service, Inc. ("Moody's"), as the case may be, shall have been downgraded, withdrawn, or any other action taken, and such action, in the opinion of the Underwriter, has a material adverse effect on the marketability of the Series 2016 Bonds; or

(v) Any litigation shall be instituted, pending or threatened (A) to restrain or enjoin the issuance, sale or delivery of the Series 2016 Bonds, (B) in any way contesting or affecting any authority for or the validity of the Series 2016 Bonds, any of the proceedings of the Issuer or

the Trustee taken with respect to the issuance or sale thereof, the pledge, appropriation or application of any moneys or securities provided for the payment of the Series 2016 Bonds, or (C) in any way contesting or affecting the existence or powers of the Issuer or the Trustee or the titles of their officers to their respective offices; or

(vi) Any other event or circumstances shall have occurred which shall be beyond the reasonable control of the Underwriter and, in the opinion of the Underwriter, might in any way have a material adverse effect on the marketability of the Series 2016 Bonds.

(c) At or prior to the Closing, the Underwriter shall receive the following:

(i) The approving opinion of Ballard Spahr LLP, Bond Counsel, dated the Closing Date, in substantially the form attached as Appendix E to the Official Statement;

(ii) The supplemental opinion of Ballard Spahr LLP, dated the Closing Date and addressed to the Underwriter, in standard form for similar transactions;

(iii) The opinion of counsel for the Issuer, in standard form for similar transactions and satisfactory to Bond Counsel and the Underwriter;

(iv) The opinion of the office of the City Attorney, as counsel for the City, in standard form for similar transactions and satisfactory to Bond Counsel and the Underwriter;

(v) The Issuer's certificate, dated the Closing Date, signed by the [Chief Administrative Officer] and the [Chief Executive Officer] of the Issuer and the Secretary of the Issuer and in form and substance satisfactory to the Underwriter and Bond Counsel, to the effect that (A) the representations of the Issuer herein are true and correct in all material respects as of the Closing Date as if made on the Closing Date; (B) except as disclosed in the Official Statement, no litigation is pending or, to the best of their knowledge, threatened against the Issuer (i) to restrain or enjoin the issuance or delivery of any of the Series 2016 Bonds, the refunding of the Refunded Bonds, or the collection of Pledged Revenues pledged under the Indenture, (ii) in any way contesting or affecting the authority for the issuance of the Series 2016 Bonds or the adoption of the Resolution or the execution and delivery of the Transaction Documents, the validity or enforceability of the Series 2016 Bonds and the Transaction Documents, or the excludability from gross income for federal income tax purposes of interest on the Series 2016 Bonds, (iii) questioning or challenging any power of the Issuer, including its ability to levy taxes, or (iv) in any way contesting the organization, existence or powers of the

Issuer or the titles of its officers to their respective offices, or (v) contesting or attempting to restrain or enjoining the application of the proceeds thereof or the payment, collection or application of the Pledged Revenues or the pledge of the Pledged Revenues, or of other moneys, rights and interests pledged pursuant to the Indenture or the adoption of the Resolution; (C) the descriptions and information contained in the Official Statement relating to the Issuer, its organization and financial and other affairs, and the application of the proceeds of sale of the Series 2016 Bonds are correct in all material respects, as of the date of the Official Statement and as of the Closing Date; (D) such descriptions and information, as of the date of the Official Statement did not, and as of said Closing Date do not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (E) no event affecting the Issuer has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect; (F) the Transaction Documents have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, the Transaction Documents constitute legal, valid and binding agreements of the Issuer enforceable in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and by the availability of equitable remedies; (G) the Resolution authorizing the execution and delivery of the Transaction Documents has been duly adopted and have not been modified, amended or repealed; and (H) the execution and delivery of the Transaction Documents and this Purchase Contract and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any indenture, mortgage, deed of trust, agreement or other instrument to which the Issuer is a party or any law, public administrative rule or regulation, court order or consent decree to which the Issuer is subject;

(vi) A certificate of the City executed by authorized officers thereof in form and substance satisfactory to Bond Counsel and the Underwriter;

(vii) Copies of each of the Resolution, the City Resolution, and the Transaction Documents, duly executed by each of the parties thereto;

(viii) Copies of the Tax Certificate of the Issuer, relating to matters affecting the excludability from gross income for federal income tax purposes of interest on the Series 2016 Bonds, including the use of

proceeds of sale of the Series 2016 Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Code and the applicable regulations thereunder, in form and substance satisfactory to Bond Counsel;

(ix) Copies of the Preliminary Official Statement and copies of the Official Statement executed on behalf of the Issuer by the [Chair of the Board];

(x) Evidence satisfactory to the Underwriter that the Series 2016 Bonds have received a rating of “_____” by [S&P] and “_____” by [Fitch];

(xi) All documents, certificates and opinions required by the Indenture; and

(xii) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel may reasonably request.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter, and the Underwriter shall have the right to waive any condition set forth in this Section.

ARTICLE IV

EXPENSES

All expenses and costs in connection with the authorization, issuance and sale of the Series 2016 Bonds to the Underwriter, including rating agency fees, the costs of printing the Official Statement and the Preliminary Official Statement, advertising costs, the initial fees of the Trustee in connection with the issuance of the Series 2016 Bonds, the fees and expenses of Bond Counsel, the fees and expenses of counsel to the Issuer, the Issuer’s municipal advisor, and travel and other expenses shall be costs and expenses of the Issuer and shall be paid by the Issuer.

ARTICLE V

GENERAL

Any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to the Underwriter, _____, Attention: _____. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing to the Redevelopment Agency of West Valley City, Utah, 3600 Constitution Boulevard, West Valley City, Utah 84119, Attention: Chair , with a copy thereof to Issuer’s counsel, _____, 3600 Constitution Boulevard, West Valley City, Utah 84119. The

approval or other action or exercise of judgment by the Underwriter shall be evidenced by a writing signed on behalf of the Underwriter and delivered to the Issuer.

This Purchase Contract is made solely for the benefit of the Issuer and the Underwriter (including its successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties, covenants and agreements contained herein shall remain operative and in full force and effect and shall survive delivery of and payment of the Series 2016 Bonds hereunder and regardless of any investigation made by the Underwriter or on their behalf.

This Purchase Contract shall be governed by the laws of the State of Utah.

This Purchase Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2016 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of the Issuer, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter have provided other services or is currently providing other services to the Issuer on other matters) and the Underwriter has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the Underwriter is not acting as municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), (v) the Issuer consulted its own legal, financial and other advisors to the extent it deemed appropriate in connection with the offering of the Series 2016 Bonds, and (vi) the Issuer has received from the Underwriter its letter dated _____, addressed to the Issuer concerning such Underwriter's disclosure obligations relating to the Series 2016 Bonds under MSRB Rule G-17 and the Issuer on _____, 2016, acknowledged receipt of such letter. The Issuer has retained Lewis Young Robertson and Burningham, Inc. as its Independent Registered Municipal Advisor in this transaction.

This Purchase Contract contains the entire agreement between the parties relating to the subject matter hereof, and all previous representations, endorsements, promises, agreements or understandings, oral, written or inferred, between the parties relating to the subject matter hereof are superseded hereby.

This Purchase Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

This Purchase Contract shall become effective upon the execution by [Underwriter] and the acceptance hereof by the Issuer.

Very truly yours,

[UNDERWRITER]

By: _____

Its: _____

REDEVELOPMENT AGENCY OF
WEST VALLEY CITY, UTAH

By: _____

(Title)

ATTEST:

By: _____

Secretary

(SEAL)

SCHEDULE A

\$ _____

Redevelopment Agency of West Valley City, Utah
[Revenue and Refunding Bonds]
Series 2016

Maturity Date
(_____)

Principal
Amount

Interest
Rate

INDENTURE OF TRUST

Dated as of _____, 2016

By and between

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

and

[ZB, NATIONAL ASSOCIATION,]
as Trustee

Relating to the

\$ _____
REDEVELOPMENT AGENCY OF WEST VALLEY CITY
TAX REVENUE [AND] REFUNDING BONDS, SERIES 2016A
(TAX EXEMPT)

And

\$ _____
REDEVELOPMENT AGENCY OF WEST VALLEY CITY
REVENUE [AND] REFUNDING BONDS, SERIES 2016B
(FEDERALLY TAXABLE)

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THIS INDENTURE OF TRUST dated as of _____, 2016 (hereinafter sometimes referred to as the “Indenture”), by and between the Redevelopment Agency of West Valley City (the “Agency”), and [ZB, National Association,] as trustee, a national banking association organized under the laws of the United States of America, and authorized to accept and execute trusts of the character herein set out (the “Trustee”),

W I T N E S S E T H:

WHEREAS, the Agency is a redevelopment agency (a public body, corporate and politic) duly created, established, and authorized to transact business and exercise its powers, all under and pursuant to the Limited Purpose Local Government Entities—Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended (the “Redevelopment Act”); and

WHEREAS, a redevelopment plan (the “Redevelopment Plan”) for the City Center Project Area, as described in the Redevelopment Plan (the “Redevelopment Project Area”) has heretofore been adopted and approved and all requirements of law for, and precedent to, the adoption and approval of the Redevelopment Plan and the Redevelopment Project Area have been duly complied with; and

WHEREAS, the Agency has previously issued its (a) Tax Increment and Sale Tax Revenue Bonds, Series 2009 (the “Series 2009 Bonds”), (b) Franchise Tax and Tax Increment Revenue Refunding Bonds (Federally Taxable), Series 2010A (the “Series 2010A Bonds”), (c) Franchise Tax and Tax Increment Revenue Refunding Bonds (Federally Taxable – Issuer Subsidy- Build America Bonds), Series 2010B (the “Series 2010B Bonds”), (d) Subordinate Tax Increment and Subordinate Sales Tax Revenue Bonds, Series 2012 (the “Series 2012 Bonds”) and (e) Taxable Subordinate Tax Increment Bonds, Series 2014 (the “Series 2014 Bonds,” and together with the Series 2009 Bonds, the Series 2010A Bonds, the Series 2010B Bonds, and the Series 2012 Bonds, the “Outstanding Bonds”); and

WHEREAS, the Agency has determined that it would be in furtherance of its public purposes to issue its (i) \$_____ Redevelopment Agency of West Valley City Revenue [and] Refunding Bonds, Series 2016A (Tax Exempt) (the “Series 2016A Bonds”) and (ii) \$_____ Redevelopment Agency of West Valley City Revenue [and] Refunding Bonds, Series 2016B (Federally Taxable) (the “Series 2016B Bonds” and collectively with the Series 2016A Bonds, the “Series 2016 Bonds”) to provide funds to, among other things, provide funds to _____ within the Redevelopment Project Area [and to refund all [a portion] of the Outstanding Bonds], all to promote economic and community development within the Redevelopment Project Area (collectively, the “Project”); and

WHEREAS, proceeds from the Series 2016 Bonds will also be used to pay costs associated with the issuance of the Series 2016 Bonds;

WHEREAS, in a resolution dated September 13, 2016, the City has determined it to be advisable and in the best proprietary and business interests of the City and its inhabitants to assist the Agency with financing the Project [and refunding the Refunded Bonds] and approved the execution and delivery of a Contribution Agreement (the "Contribution Agreement"), by and between the City and the Agency whereby the City agreed to pledge certain franchise tax revenues to be received by the City to assist in repaying the Series 2016 Bonds; and

WHEREAS, the Agency desires to pledge the franchise tax revenues it expects to receive from the City under the Contribution Agreement to the payment of the Bonds to be issued hereunder; and

NOW, THEREFORE, the Agency, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds, as hereinafter defined, by the owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect and the performance and observance by the Agency of all of the covenants expressed or implied herein and in the Bonds, does hereby grant, convey, pledge, transfer and assign to the Trustee and to its successors the following (herein called the "Trust Estate"):

FIRST, the amounts required by this Indenture to be deposited in the funds and accounts created herein or in any indenture supplemental hereto (except the Rebate Fund), subject to the uses provided herein, and any investments and reinvestments of such amounts and the proceeds thereof (except amounts deposited in the Rebate Fund); and

SECOND, all Pledged Revenues (as defined herein) received by the Agency, together with all investments and reinvestments of such amounts (except amounts deposited in the Rebate Fund); and

THIRD, any and all property of every kind or description which may from time to time hereafter be sold, transferred, conveyed, assigned, hypothecated, endorsed, deposited, pledged, mortgaged, granted, or delivered to, or deposited with the Trustee as additional security by the Agency or anyone on its behalf or with its written consent.

TO HAVE AND TO HOLD the Trust Estate whether now owned or held or hereafter acquired, unto the Trustee or its successor and assigns, forever,

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth, all as herein set forth.

IT IS HEREBY COVENANTED, DECLARED AND AGREED that this Indenture creates a continuing lien equally and ratably (except as otherwise provided herein or in any indenture supplemental hereto) to secure the payment in full of the

principal of and premium, if any, and interest on all Bonds which may, from time to time, be outstanding hereunder, and that the Bonds are to be issued, authenticated and delivered, and that the Trust Estate is to be held, dealt with and disposed of by the Trustee, upon and subject to the terms, covenants, conditions, uses, agreements and trusts set forth in this Indenture, as follows:

ARTICLE I

SHORT TITLE, DEFINITIONS, INTERPRETATION

Section 1.1 Short Title. This Indenture may hereafter be cited by the Agency as the “Indenture of Trust” or the “Indenture.”

Section 1.2 Definitions. As used in this Indenture (a) terms defined in the recitals shall have the meanings assigned and (b) the following terms shall have the following meanings:

“Act” means collectively, the Limited Purpose Local Government Entities—Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1943, as amended.

“Additional Bonds” means any Bonds issued pursuant to Section 2.6 hereof having a parity lien on the Pledged Revenues pledged to the payment of principal of and interest on the Series 2016 Bonds or any portion thereof.

“Agency” means the Redevelopment Agency of West Valley City, Utah.

“Annual Debt Service Requirement” means with respect to particular Bonds issued hereunder or parity lien debt issued by the City under the Interlocal Agreement and Section 2.7 hereof as computed from time to time, the sum obtained for a given Bond Year by totaling the following for such Bond Year:

(a) The principal amount of all such Bonds and other debt outstanding on the date of computation which mature or are subject to mandatory redemption during such Bond Year; plus

(b) The interest payable during such Bond Year on all such Bonds and other debt outstanding on the date of computation, provided, however, when calculating interest payable during such Bond Year for any Bonds or other debt bearing interest at a variable rate which cannot be ascertained for any particular Bond Year, it shall be assumed that such Bonds or other debt will bear interest at such market rate of interest applicable to such Bonds or other debt, as shall be established for this purpose in the opinion of the Agency’s financial advisor, purchaser, underwriter, or similar agent (which market rate of interest may be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise).

“Authorized Representative” means the Chief Executive Officer, Chairman or Vice Chairman of the Agency, or any other officer of the Agency so designated in writing by an Authorized Representative of the Agency to the Trustee.

“Bond Fund” means the fund by that name established by Section 4.1 hereof.

“Bond Year” means the twelve-month period beginning on July 1 of each year and ending on the next following June 30 except that the initial Bond Year for any series of Bonds shall commence on the date of original issuance and delivery of such series of the Bonds and shall end on the next succeeding June 30.

“Bondowner” or “Registered Owner” or “Owner” means the registered owner of any Bond issued under this Indenture.

“Bonds” means, collectively, the Series 2016 Bonds and any Additional Bonds issued, authenticated, and delivered under and pursuant to this Indenture.

“Business Day” means any day (A) on which banking business is transacted, but not including any day on which banks are authorized to be closed in Salt Lake City, Utah or the city where the corporate trust office of the Trustee is located, or (B) as otherwise provided in a Supplemental Indenture.

“City” means West Valley City, Utah, a political subdivision of the State of Utah.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contribution Agreement” means the Contribution Agreement dated as of [September] 1, 2016 between the City and the Agency, pursuant to which the City has agreed to contribute to the Agency its Franchise Tax Revenues to secure the Series 2016 Bonds as provided therein.

“Costs of Issuance Fund” means the fund by that name established in Section 4.1 hereof.

“DTC” means The Depository Trust Company, New York, New York, a limited-purpose trust company organized under the laws of the State of New York.

“Event of Default” means any of the events specified in Section 10.1 hereof.

“Franchise Tax Revenues” means, as described in the Contribution Agreement, the franchise tax revenues received by the City pursuant to Municipal Energy Sales and Use Tax revenues received by the City pursuant to Title 10, Chapter 1, Part 3, Utah Code Annotated 1953, as amended and the Municipal Telecommunications License Tax revenues received by the City pursuant to Title 10, Chapter 1, Part 4, Utah Code Annotated 1953, as amended and pledged under the Contribution Agreement.

“Indenture” means this Indenture and all indentures supplemental hereto.

“Interest Payment Date” means with respect to the Series 2016 Bonds each _____ and _____ commencing _____, 2016.

“Investment Income” means the net gain derived from the investment of moneys held in the Bond Fund and the Rebate Fund created in this Indenture.

“Original Issue Date” means, with respect to the Series 2016 Bonds, the initial date of delivery of the Series 2016 Bonds.

“Outstanding” when used with reference to Bonds, shall mean, as of any date, all Bonds theretofore or thereupon being authenticated and delivered under this Indenture except: (a) any Bond cancelled by the Trustee or delivered to the Trustee for cancellation at or prior to such date; (b) any Bond in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to Article VI hereof; and (c) any Bond deemed to have been paid as provided in Article IX hereof.

“Paying Agent” means any paying agent appointed by the Agency pursuant to this Indenture. Initially the Paying Agent shall be ZB, National Association, Salt Lake City, Utah.

“Permitted Investments” shall mean and include: (a) any investments or securities permitted for the investment of public funds under the State Money Management Act, Title 51, Chapter 7, Utah Code Annotated 1953, as amended, or (b) investments in the fund held by the Treasurer for the State of Utah and commonly known as the Utah State Public Treasurer’s Investment Fund.

“Pledged Revenues” means the sum of the Franchise Tax Revenues and any Investment Income.

“Rebate Fund” means the fund by that name established by Section 4.1 hereof.

“Record Date” means the fifteenth day immediately preceding each Interest Payment Date or if such fifteenth day is not a Business Day, the Business Day next preceding such fifteenth day.

“Redevelopment Act” means the Limited Purpose Local Government Entities—Community Reinvestment Agency Act as cited in the Recitals hereof.

[“Refunded Bonds” means collectively, the Agency’s outstanding (a) Tax Increment and Sales Tax Revenue Bonds, Series 2009; (b) Franchise Tax and Tax Increment Revenue Refunding Bonds (Federally Taxable), Series 2010A; (c) Franchise Tax and Tax Increment Revenue Refunding Bonds (Federally Taxable—Issuer Subsidy-Build America Bonds), Series 2010B; (d) Subordinate Tax Increment and Subordinate Sales Tax Revenue Bonds, Series 2012; and (e) Subordinate Tax Increment Bonds, Series 2014.]

“Refunding Fund” means the fund by that name established by Section 4.1 hereof.

“Series” means all of the Bonds authenticated and delivered on original issuance and identified pursuant to the supplemental indenture authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor.

“Series 2016 Bonds” means collectively, the Series 2016A Bonds and Series 2016B Bonds.

“Series 2016 Cost of Issuance Account” means the account by that name established within the Cost of Issuance Fund by Section 4.1 hereof.

“Series 2016A Bonds” means the Revenue [and] Refunding Bonds, Series 2016A of the Agency authorized by this Indenture.

“Series 2016B Bonds” means the Taxable Revenue [and] Refunding Bonds, Series 2016B of the Agency authorized by this Indenture.

“Special Record Date” means such date as may be fixed for the payment of defaulted interest on the Bonds in accordance with this Indenture.

“State” means the State of Utah.

“Trustee” means ZB, National Association, and its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in this Indenture.

“Underwriter” means _____.

Section 1.3 Interpretation.

(a) The terms “hereby,” “hereof,” “herein,” “hereunder,” and similar terms, as used in this Indenture, refer to this Indenture and the term “heretofore” means before, and the term “hereafter” means after the date of this Indenture;

(b) Words of the masculine gender mean and include correlative words of the feminine and neuter genders, and words importing a singular number mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several Articles and Sections of this Indenture and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall not constitute a part of this Indenture, nor shall they affect its meaning, construction, or effect; and

(e) References to Sections and Articles, unless otherwise indicated, refer to Sections and Articles in this Indenture.

Section 1.4 Indenture to Constitute Contract. In consideration of the purchase and acceptance from time to time of any and all of the Bonds authorized to be issued hereunder by the Registered Owners thereof, this Indenture shall be deemed to be and shall constitute a contract between the Agency and the Owners from time to time of the Bonds; and the pledge made in this Indenture and the covenants and agreements herein set forth to be performed by or on behalf of the Agency shall be, for the equal benefit, protection, and security of the Owners of any and all of the Bonds which, regardless of the time or times of their issuance, delivery, maturity, or expiration, shall be of equal rank without preference, priority, or distinction of any of the Bonds over any others, except as expressly provided in or permitted by this Indenture.

ARTICLE II

ISSUANCE OF THE SERIES 2016 BONDS

Section 2.1 Principal Amount, Designation, and Series.

(a) The Series 2016A Bonds are hereby authorized for issuance hereunder for the purpose of providing funds to [(i) refund the Refunded Bonds,] [(ii) finance the Project,] and (iii) pay costs of issuance of the Series 2016 Bonds. The Series 2016A Bonds shall be limited to \$_____ in aggregate principal amount, shall be issued in fully registered form, shall be substantially in the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2016A Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "Redevelopment Agency of West Valley City Revenue [and] Refunding Bonds, Series 2016A (Tax Exempt)."

(b) The Series 2016B Bonds are hereby authorized for issuance hereunder for the purpose of providing funds to [(i) refund the Refunded Bonds,] [(ii) finance the Project,] and (iii) pay costs of issuance of the Series 2016 Bonds. The Series 2016B Bonds shall be limited to \$_____ in aggregate principal amount, shall be issued in fully registered form, shall be substantially in the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2016B Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "Redevelopment Agency of West Valley City Revenue [and] Refunding Bonds, Series 2016B (Federally Taxable)."

Section 2.2 Date, Maturities, and Interest. (a) The Series 2016A Bonds shall be dated as of their Original Issue Date, shall be in denominations of \$5,000 or integral multiples thereof, and shall mature and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof, unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Original Issue Date or unless, as shown by the records of the Trustee, interest on the Series 2016A Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Original Issue Date, payable on each Interest Payment Date as follows:

Due
(_____)

Principal
Amount

Interest
Rate

Due
(_____)

Principal
Amount

Interest
Rate

(b) The Series 2016B Bonds shall be dated as of their Original Issue Date, shall be in denominations of \$5,000 or integral multiples thereof, and shall mature and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof, unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Original Issue Date or unless, as shown by the records of the Trustee, interest on the Series 2016B Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Original Issue Date, payable on each Interest Payment Date as follows:

Due
(_____)

Principal
Amount

Interest
Rate

(c) The interest on Series 2016 Bonds so payable, and punctually paid and duly provided for, on any Interest Payment Date will be paid to the Registered Owner thereof at the close of business on the Regular Record Date for such interest, which shall be fifteen days (whether or not a business day) immediately preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner of any Series 2016 Bonds on such Regular Record Date, and may be paid to the registered owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice thereof to be given to such registered owner not less than ten days prior to such Special Record Date. The interest on the Series 2016 Bonds shall be paid

by check or draft mailed on each Interest Payment Date to the Holder of each of the Series 2016 Bonds as the name and address of such Holder appears on the Record Date in the Register. Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months. Principal shall be payable upon surrender of the Bonds of any Series at the designated offices of the Paying Agent. The Bonds of any Series shall be payable in lawful money of the United States of America.

Section 2.3 Redemption of the Series 2016 Bonds.

(a) Optional Redemption. The Series 2016 Bonds are subject to redemption at the option of the Agency in whole or in part on any day on or after _____, 20____, in such order of maturity as may be designed by the Agency, at a redemption price equal to 100% of the principal amount of the Series 2016 Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption. The Agency shall provide written notice to the Trustee of the exercise of such option to redeem by the Agency at least 45 days prior to the date fixed for redemption.

(b) Notice of Redemption. Written notice of any redemption, either in whole or in part, shall be given by the Trustee by mailing a notice of redemption by first class mail, at least thirty (30) but not more than sixty (60) days before the date fixed for redemption, to the Owners of Series 2016 Bonds or portions thereof so called, at their respective addresses as the same may appear on the registry books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Series 2016 Bond with respect to which no such failure has occurred. Each notice of redemption shall specify (i) the redemption date, (ii) the place of redemption, (iii) by number, the Series 2016 Bonds to be redeemed and the principal amounts thereof to be redeemed, if less than the entire amounts are to be redeemed, and (iv) that interest on the Series 2016 Bonds or portions thereof to be redeemed shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of such Series 2016 Bonds or portions thereof to be redeemed the redemption price thereof together with interest accrued thereon to the redemption date. If any Series 2016 Bond or any portion thereof shall have been duly called for redemption and payment of the redemption price, including premium, if any, and unpaid interest accrued to the date fixed for redemption, shall have been made or provided for, all as more fully set forth herein, interest on such Series 2016 Bond or such portion thereof shall cease to accrue from the date fixed for redemption, and from and after such date such Series 2016 Bond or the portion thereof duly called for redemption shall no longer be entitled to any benefit or security under this Indenture, except as to the right of the Owner thereof to receive payment of such redemption price. If a portion of any Series 2016 Bond shall be called for redemption, a new Series 2016 Bond or Series 2016 Bonds of the same series in principal amount equal to

the unredeemed portion thereof will be issued to the Owner upon the surrender thereof. If less than all the Series 2016 Bonds of any Series and maturity shall be called for redemption, the particular Series 2016 Bonds or portions of Series 2016 Bonds to be redeemed shall be selected by lot by the Trustee in such manner as the Trustee in its discretion may deem fair and proper; provided, however, that the portion of any Series 2016 Bond of a denomination larger than the minimum denomination may be redeemed in the principal amount of such minimum denomination or an integral multiple thereof and that for purposes of selection and redemption, any such Series 2016 Bond shall be considered to be that number of separate Series 2016 Bonds of such minimum denomination which is obtained by dividing the principal amount of such Series 2016 Bond by such minimum denomination. In addition, the Trustee shall send a second notice of redemption not more than ninety (90) days subsequent to the redemption date to Series 2016 Bondowners of Series 2016 Bonds or portions thereof redeemed but who failed to deliver such Series 2016 Bonds for redemption prior to the 60th day following such redemption date. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of the call for redemption.

If at the time of mailing of any notice of redemption there shall not be on deposit with the Trustee moneys sufficient to redeem all the Series 2016 Bonds called for redemption, such notice shall state that such redemption is subject to the deposit of sufficient moneys to redeem all of such Series 2016 Bonds called for redemption with the Trustee not later than the opening of business on the redemption date and that such notice shall be of no effect unless such moneys are so deposited.

Upon receipt by the Trustee of notice that the Agency intends to exercise its option to cause redemption of the Series 2016 Bonds, the Trustee will give written notice to each Bondowner in accordance with this Indenture. Such notice will specify (among other things) the redemption date and the place of redemption, and will state that interest will cease accrue on the Series 2016 Bonds from and after the redemption date if moneys sufficient to effect such redemption are on deposit with the Trustee on the redemption date.

Section 2.4 Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Pledged Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2016 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Revenues.

Section 2.5 Book-Entry System.

(a) Except as provided in paragraphs (b) and (c) of this Section 2.5 the Registered Owner of all Series 2016 Bonds shall be, and the Series 2016 Bonds shall be registered in the name of Cede & Co. (“Cede”), as nominee of The Depository Trust Company, New York, New York (together with any substitute securities depository appointed pursuant to paragraph (c)(ii) of this Section 2.5, “DTC”). Payment of the interest on any Series 2016 Bond shall be made in accordance with the provisions of this Indenture to the account of Cede on the Interest Payment Dates for the Series 2016 Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

(b) The Series 2016 Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate Series and stated maturity of the Series 2016 Bonds. Upon initial issuance, the ownership of each such Series 2016 Bond shall be registered in the registration books of the Agency kept by the Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2016 Bonds so registered in the name of Cede, the Agency, Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Series 2016 Bonds. Without limiting the immediately preceding sentence, the Agency, Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2016 Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2016 Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2016 Bonds. The Agency, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, absolute owner of each Series 2016 Bond for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each Series 2016 Bond, (2) giving notices of redemption and other matters with respect to such Series 2016 Bonds and (3) registering transfers with respect to such Bonds. So long as the Series 2016 Bonds are registered in the name of Cede, the Paying Agent shall pay the principal or redemption price of, and interest on, all Series 2016 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Agency’s obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.5, no person other than DTC shall receive a Bond evidencing the obligation of the Agency to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this Indenture. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this Indenture, the word “Cede” in this Indenture shall refer to such new nominee of DTC.

Except as provided in paragraph (c)(iii) of this Section 2.5, and notwithstanding any other provisions of this Indenture, the Series 2016 Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(c) (i) DTC may determine to discontinue providing its services with respect to the Series 2016 Bonds at any time by giving written notice to the Agency, the Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2016 Bonds under applicable law.

(ii) The Agency, in its sole discretion and without the consent of any other person, may, by notice to the Registrar, terminate the services of DTC with respect to the Series 2016 Bonds if the Agency determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2016 Bonds or the Agency; and the Agency shall, by notice to the Registrar, terminate the services of DTC with respect to the Series 2016 Bonds upon receipt by the Agency, the Registrar, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Series 2016 Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2016 Bonds; or (2) a continuation of the requirement that all of the outstanding Series 2016 Bonds be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2016 Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2016 Bonds pursuant to subsection (c)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2016 Bonds pursuant to subsection (c)(i) or subsection (c)(ii)(1) hereof the Agency may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the Agency, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms. If no such successor can be found within such period, the Series 2016 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. In such event, the Agency shall execute and the Registrar shall authenticate Series 2016 Bond certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2016 Bonds.

(iv) Notwithstanding any other provision of this Indenture to the contrary, so long as any Series 2016 Bond is registered in the name of Cede, as

nominee of DTC, all payments with respect to the principal or redemption price of, and interest on, such Series 2016 Bond and all notices with respect to such Series 2016 Bond shall be made and given, respectively, to DTC.

In connection with any notice or other communication to be provided to Holders of Series 2016 Bonds registered in the name of Cede pursuant to this Indenture by the Agency or the Registrar with respect to any consent or other action to be taken by such Holders, the Agency shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

Section 2.6 [Additional Bonds]. No bonds or other obligations or indebtedness payable on a priority basis to the Series 2016 Bonds from the Pledged Revenues shall be issued by the Agency without the prior written consent of the Registered Owners of one hundred percent (100%) of the Series 2016 Bonds. In addition, no Additional Bonds or other indebtedness, bonds, or notes of the Agency payable on a parity with the Series 2016 Bonds herein authorized out of Pledged Revenues shall be created or incurred, unless the following requirements have been met:

(a) No Event of Default shall have occurred and be continuing hereunder on the date of authentication of such Additional Bonds. This paragraph (a) shall not preclude the issuance of Additional Bonds if (i) the issuance of such Additional Bonds otherwise complies with the provisions hereof and (ii) such Event of Default will cease to continue upon the issuance of Additional Bonds and the application of the proceeds thereof; and

(b) A certificate shall be delivered to the Trustee by an Authorized Representative of the Agency to the effect that the Franchise Tax Revenues for any consecutive twelve (12) month period in the twenty-four (24) months immediately preceding the proposed date of issuance of such Additional Bonds were at least equal to two hundred percent (200%) of the maximum Annual Debt Service Requirement on all Bonds and Additional Bonds to be Outstanding following the issuance of the Additional Bonds and any City debt payable from Franchise Tax Revenues on a parity with the pledge of the Interlocal Agreement provided, however, that such coverage test set forth above shall not apply to the issuance of any Additional Bonds to the extent (i) they are issued for the purpose of refunding Bonds issued hereunder and (ii) the maximum Annual Debt Service for such Additional Bonds does not exceed the then remaining maximum Annual Debt Service for the Bonds being refunded therewith; and

(c) All payments required by this Indenture to be made into the Bond Fund must have been made in full, and there must be on deposit in each Fund or Account, the full amount required by this Indenture to be accumulated therein at such time.]

Section 2.7 City Debt Payable from Franchise Tax Revenues. [Pursuant to the Contribution Agreement, the City has reserved the right to issue bonds or other obligations payable on a parity with the lien of the Bonds if the following requirement has been met: a certificate shall be delivered to the Agency and the Trustee by an authorized representative of the City to the effect that the Franchise Tax Revenues received by the City for any consecutive twelve (12) months in the twenty-four (24) months immediately preceding the proposed date of issuance of such additional bonds or obligations were at least equal to two hundred percent (200%) of the combined maximum Annual Debt Service on the Bonds and the outstanding and proposed bonds or obligations to be issued on a parity with the Bonds and secured by the Franchise Tax Revenues.]

ARTICLE III

NATURE, DELIVERY AND EXECUTION OF BONDS

Section 3.1 Nature of the Bonds; Limited Obligations of the Agency. The Bonds shall be and are special obligations of the Agency and, except as otherwise specifically provided herein, are secured by an irrevocable and first lien on and pledge of the Pledged Revenues, and are payable as to principal, premium, if any, and interest solely from, said Pledged Revenues as hereinafter provided. The Bonds, the interest thereon, and any premiums payable upon the redemption, if any thereof, are not a debt of the City, the State, of Utah or any of its political subdivisions; and neither the City, the State or any of its political subdivisions is liable for them, and in no event shall the Bonds, such interest or premium be payable out of any funds or properties other than those of the Agency as in this Indenture set forth. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. Neither the members of the Agency nor any persons executing the Bonds are liable personally on the Bonds by reason of their issuance. The Bonds shall be and are equally secured by an irrevocable pledge of the Pledged Revenues and other funds as hereinafter provided, without priority for series, number, date of sale, date of execution, or date of delivery. Nothing in this Indenture shall preclude the payment of the Bonds from the proceeds of refunding bonds issued pursuant to law. Except as hereinabove set forth, nothing in this Indenture shall prevent the Agency from making advances of its own legally available funds, at its sole discretion, howsoever derived, to any of the uses and purposes mentioned in this Indenture and to the extent the Agency advances other funds for payments hereunder such payment shall offset any requirement to use Pledged Revenues for such payments hereunder.

Section 3.2 Issuance and Delivery of Bonds. After their authorization by the Agency, Bonds may be executed by or on behalf of the Agency and delivered to the Trustee for authentication and, upon compliance by the Agency with the requirements of Section 3.3, the Trustee shall thereupon authenticate and deliver such Bonds to or upon the order of the Agency.

Section 3.3 Conditions Precedent to Delivery of Bonds. The Bonds shall be authenticated and delivered upon the written order of the Agency, but only upon the receipt by the Trustee of:

(a) a copy of (i) this Indenture, including any supplemental indenture related to any Series of Additional Bonds, executed by the Agency and the Trustee and (ii) the Interlocal Agreement or any supplement thereto executed by the Agency and the City.

(b) a bond counsel's opinion to the effect that this Indenture, has been duly authorized, executed and delivered by the Agency and is valid and binding upon the Agency and upon the execution, authentication, and delivery thereof, the

Bonds will have been duly and validly authorized and issued in accordance with this Indenture;

(c) a written order as to the delivery of the Bonds, signed by the Executive Director of the Agency; and

(d) evidence of the receipt by the Trustee of the amount of the proceeds of the Bonds to be deposited with the Trustee pursuant to this Indenture, or any supplemental indenture related to any Series of Additional Bonds, which shall be conclusively established by the executed certificate of the Trustee so stating.

Section 3.4 Registration, Transfer, and Exchange Recordkeeping. The Agency shall cause books for the registration or transfer of the Bonds of any Series to be kept at the principal corporate trust office of the Trustee and hereby appoints the Trustee to act as its registrar and transfer agent to keep such books and to make such registration and transfers. Upon surrender for transfer of any Bond at the principal corporate trust office of the Trustee, the Agency shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of authorized denomination for the aggregate principal amount which the registered Owner is entitled to receive. Bonds of authorized denominations may be exchanged for Bonds of other authorized denominations of the same maturity, Series, and interest rate upon request of the Owner thereof.

All Bonds presented for transfer, exchange, or payment shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature reasonably satisfactory to the Trustee, duly executed by the registered Owner or by his duly authorized attorney.

New Bonds delivered upon any transfer or exchange shall be valid obligations of the Agency, evidencing the same debt as the Bonds surrendered, shall be secured by, and entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered. No service charge shall be made for any exchange, transfer or registration of Bonds, but the Agency may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The Agency and the Trustee shall not be required (a) to issue, transfer, or exchange Bonds from the Record Date next preceding any Interest Payment Date through and including such Interest Payment Date or (b) to transfer or exchange any Bonds called for redemption or selected for call for redemption.

Section 3.5 Execution of Bonds. Bonds of any Series shall be signed on behalf of the Agency by its Executive Director by his/her manual or facsimile signature and attested by the City Recorder of the City by his/her manual or facsimile signature, and the seal of the Agency shall be impressed, imprinted, or reproduced thereon and delivered to the Trustee for authentication. In case any one or more of the officers or employees who shall have signed or sealed any of the Bonds shall cease to be an officer or employee

before the Bonds so signed and sealed shall have been actually delivered, such Bonds may, nevertheless, be delivered as herein provided, and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office or be so employed. Any Bond may be signed and sealed on behalf of the Agency by such persons as at the actual time of execution of such Bond shall be duly authorized or hold the proper office in or employment by the Agency, although at the time of the issuance of the Bonds of such Series such persons may not have been so authorized or held such office or employment.

The proceeds of the Bonds, including accrued interest thereon to the date of delivery, shall be paid over to the Trustee and deposited to the credit of various funds created under this Indenture.

Section 3.6 Authentication. The Bonds of any Series shall bear thereon a certificate of authentication in the form set forth on the form of the Bonds, to be manually executed by the Trustee or by any other duly authorized authenticating agent. No Bond shall be valid for any purpose or entitled to any benefit or right hereunder, until the certificate of authentication shall have been duly executed manually by the Trustee or such other authenticating agent, and such authentication shall be conclusive proof that such Bond has been duly authenticated and delivered under this Indenture and that the Owner thereof is entitled to the benefits of this Indenture.

Section 3.7 Mutilated, Destroyed, Lost, or Stolen Bond. If any Bond shall become mutilated, the Agency shall deliver a new Bond of like tenor and denomination in exchange and substitution for the Bond so mutilated, but only upon the Agency being furnished such reasonable indemnity as it may require therefor. If any Bond shall be reported lost, stolen, or destroyed, evidence as to the ownership thereof and the loss, theft or destruction thereof shall be submitted to the Agency; and if such evidence and indemnity shall be satisfactory to the Agency, the Agency shall execute, and thereupon the Trustee shall authenticate and deliver a new Bond of like Series, tenor, and denomination bearing the same number and prefix as the original Bond, but carrying such additional marking as will enable the Trustee to identify such Bond as a substituted Bond. The cost of providing any substitute Bond under the provisions of this Section shall be borne by the Bondowner for whose benefit such substitute Bond is provided. If a mutilated, lost, stolen, or destroyed Bond shall have matured or be about to mature, the Trustee shall pay to the Bondowner the principal amount of such Bond upon the maturity thereof and the compliance with the aforesaid conditions by such owner, without the issuance of a substitute Bond therefor, and likewise pay to the Bondowner thereof the amount of accrued and unpaid interest to the maturity date. Every substitute Bond issued pursuant to this Section 3.7 shall constitute an additional contractual obligation of the Agency, whether or not the Bond alleged to have been destroyed, lost, or stolen shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Bonds duly issued hereunder, to the same extent as the Bond for which it has been substituted. All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost, or

stolen Bonds, and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or investment or other securities without their surrender.

ARTICLE IV

ESTABLISHMENT OF FUNDS AND ACCOUNTS; DISPOSITION OF PROCEEDS; APPLICATION OF FUNDS

Section 4.1 Establishment of Funds, Disposition of Proceeds.

(a) The following funds to be held by the Trustee are hereby established:

- (i) a Bond Fund;
- (ii) a Refunding Fund;
- (iii) a Costs of Issuance Fund; and
- (iv) a Rebate Fund

(b) The proceeds from the sale of the Series 2016 Bonds in the amount of \$_____ (representing the principal amount of the Series 2016 Bonds, plus net original issue premium of \$_____, and less an Underwriter's discount of \$_____), shall be used or deposited on the date of issuance of the Series 2016 Bonds as follows:

(i) An amount equal to \$_____ shall be deposited by the Trustee into the Costs of Issuance Fund; and

(ii) The remaining amount shall be deposited to the Refunding Fund and used, [along with \$_____ of Agency moneys] deposited with the Trustee, to refund in their entirety the outstanding Refunded Bonds, as specified in a written order of the Agency to the Trustee. Following the complete disbursement of moneys in the Refunding Fund, the Trustee shall close the Refunding Fund.

Section 4.2 Franchise Tax Revenues. Pursuant to the Contribution Agreement, the City has covenanted that it will account for the Franchise Tax Revenues separate and apart from the other funds of the City and to pay to the Agency such amounts of the Franchise Tax Revenues as are needed to make payments of principal and interest on the Bonds. Following payment to the Agency of amounts sufficient for such Bond payments, the City may use its Franchise Tax Revenues for any other lawful purpose.

Section 4.3 Bond Fund. At least 15 days prior to each Interest Payment Date the Agency shall cause Pledged Revenues to be deposited in the Bond Fund in amounts sufficient to pay all principal, interest and premium, if any, on the Bonds payable on such Interest Payment Date. On or before each Interest Payment Date, the Trustee shall withdraw sufficient moneys from the Bond Fund to pay all payments of principal, interest, and premium, if any, then coming due on the Series 2016 Bonds and shall transfer such moneys to the Paying Agent.

Section 4.4 Cost of Issuance Fund. Moneys on deposit in the Cost of Issuance Fund shall be used to pay costs of issuance of the Series 2016 Bonds upon receipt of a Cost of Issuance Disbursement Request in substantially the form attached hereto as Exhibit B and signed by the Executive Director of the Agency. Any moneys remaining on deposit in the Cost of Issuance Fund on or after ninety (90) days following the initial deposit therein, shall be transferred to the Bond Fund and the Trustee shall close the Cost of Issuance Fund.

Section 4.5 Rebate Fund. In the event a Series of Bonds is subject to the arbitrage rebate requirements of the Code, the Trustee shall establish and thereafter maintain, so long as the Bonds are Outstanding, a Rebate Fund, which shall be held separate and apart from all other funds and accounts established under this Indenture and from all other moneys of the Trustee. All amounts in the Rebate Fund, including income earned from investment of the fund, shall be held by the Trustee free and clear of the lien of this Indenture.

Section 4.6 Deposit and Investment of Moneys in Funds and Accounts. Moneys held by the Trustee in the Bond Fund, the Costs of Issuance Fund, and the Rebate Fund may be invested in Permitted Investments as directed by the Agency, subject to the following restrictions:

(a) Moneys in the Rebate Fund shall be invested only in obligations which will by their terms mature not later than the dates the Agency estimates the moneys represented by the particular investment will be needed for withdrawal from the accounts within such funds. Investment earnings attributable to moneys held in the Rebate Fund shall be held within the Rebate Fund.

(b) Moneys in the Bond Fund shall be invested only in obligations which will by their terms mature on such dates as to insure that before each Interest Payment Date there will be in the Bond Fund, from matured obligations and other moneys already in such fund, cash equal to the interest and principal payable on such date with respect to the Bonds. Obligations purchased as an investment of moneys in said Funds shall be deemed at all times to be a part of such Funds and any loss resulting from any such authorized investment shall be charged to such Funds without liability to the Agency or the members and officers thereof or to the Trustee. The interest accruing on such investments and any gain realized from such investments shall be held and deposited in the Bond Fund.

(c) The Trustee, upon written direction of the Agency, shall sell at the best price obtainable or present for redemption any obligation so purchased whenever it shall be necessary to do so in order to provide moneys to meet any payment or transfer from such fund as required by this Indenture. For the purpose of determining at any given time the balance in any such fund any such investment constituting a part of such fund shall be valued at the then estimated or appraised market value of such investment.

(d) The Agency acknowledges that to the extent regulations of the comptroller of the currency or any other regulatory entity grant the Agency the right to receive brokerage confirmations of the security transactions as they occur, the Agency specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Agency periodic cash transaction statements which shall include the detail for all investment transactions made by the Trustee hereunder.

ARTICLE V

PLEDGED REVENUES; AGENCY COVENANTS

Section 5.1 Pledged Revenues. The Pledged Revenues are hereby irrevocably pledged to the payment of the principal of, interest on, and premium, if any, payable upon redemption of the Bonds and until all of said Bonds and all interest thereon, have been paid (or until moneys for that purpose have been irrevocably set aside) and the Pledged Revenues (except as otherwise specifically provided in this Indenture) shall be applied solely to the payment of said Bonds, the interest thereon, and premium, if any.

Section 5.2 Covenants of the Agency. The Agency shall preserve and protect the security of the Bonds and the rights of the Bondowners and defend their rights against all claims and demands of all persons. Until such time as an amount has been set aside sufficient to pay at maturity, or redemption prior to maturity, all outstanding Bonds, plus unpaid interest thereon to maturity, or to the redemption date, and any redemption premium, the Agency will maintain its existence and organization and (through its proper members, officers, agents, or employees) faithfully perform and abide by all of the covenants, undertakings, and provisions contained in this Indenture or in any Bond issued hereunder, including the following covenants and agreements for the benefit of the Bondowners;

(a) The Agency covenants and agrees that it will duly and punctually pay or cause to be paid the principal of and interest on each of the Bonds issued hereunder together with the premium thereon if any, shall be payable on the date, at the place and in the manner provided in said Bonds, but solely from the Pledged Revenues and other funds as herein provided.

(b) The Agency covenants and agrees that it will at all times keep, or cause to be kept, proper and current books and accounts (separate from all other records and accounts) in which complete and accurate entries shall be made of all transactions relating to the Pledged Revenues and other funds herein provided for, and will cause the City to prepare within 180 days after the close of each of its fiscal years a complete financial statement or statements for such year in reasonable detail covering Pledged Revenues and other funds and certified by a certified public accountant or firm of certified public accountants selected by the Agency, and will furnish a copy of such statement or statements to the Trustee each year. Any Registered Owner, upon reasonable request, may inspect all books, records, accounts, funds, or items related to the Bonds hereunder. The Trustee shall have no duty to review or retain said financial statements when received.

(c) The Agency covenants and agrees that it will comply with all requirements and conditions of the Agency in the Interlocal Agreement and that it will cooperate with the City in accomplishing the objectives and purposes of the Interlocal Agreement.

ARTICLE VI

TRUSTEE AND PAYING AGENT

Section 6.1 Appointment of Trustee and Paying Agent. The Agency hereby appoints ZB, National Association, Salt Lake City, Utah, as Trustee to act as the agent and depository of the Agency for the purpose of receiving the proceeds of the Bonds, the Pledged Revenues and other funds as provided in this Indenture, to hold, allocate, use, and apply such Pledged Revenues and other funds as provided in this Indenture, and to perform such other duties and powers of the Trustee as are prescribed in this Indenture and to act as Paying Agent hereunder and ZB, National Association hereby accepts the same and the trusts and duties created hereby and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but no implied covenants or obligations shall be read into this Indenture against the Trustee. The Agency may appoint additional Paying Agents as shall be reasonably necessary to carry out the provisions of this Indenture.

Section 6.2 Removal and Resignation of Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments (i) in writing delivered to the Trustee, and signed by the Agency, unless there exists any Event of Default or (ii) in writing delivered to the Trustee and the Agency, and signed by the owners of not less than sixty percent (60%) in aggregate principal amount of the Bonds then outstanding if an Event of Default exists; provided that such instrument or instruments concurrently appoint a successor thereto. Any successor shall be a bank or trust company doing business and having an office in the State, having a combined capital, surplus and undivided profits of at least \$25,000,000. The Trustee herein appointed or any substituted Trustee may at any time resign as such in writing filed with the Agency in which event the Agency shall forthwith appoint a substitute Trustee meeting the requirements set forth in the preceding sentence and the resignation of the Trustee shall become effective only upon such appointment and acceptance by such substitute Trustee. In the event that the Trustee or any successor becomes incapable of acting as such the Agency shall forthwith appoint a substitute Trustee. Any bank or trust company into which the Trustee may be converted or merged or with which it may be consolidated or to which it may transfer its corporate trust business shall become the Trustee without action of the Agency. If no successor Trustee shall have been appointed and have accepted appointment within 45 days of giving of removal or notice of resignation as aforesaid, the incumbent Trustee, at the expense of the Agency, the Agency or any Bondowner (on behalf of himself and all other Bondowners) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee.

Section 6.3 Responsibility of Trustee.

(a) The Trustee shall not be accountable for the use of the proceeds of any Bonds authenticated or delivered hereunder. The Trustee may become the

owner of any of the Bonds authorized by this Indenture with the same rights it would have had if it were not the Trustee.

(b) The Trustee shall have a duty or obligation to assist in and/or enforce the collection of or to exercise diligence in the enforcement of the collection of funds assigned to it hereunder, if notified in writing by the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding (exclusive of Bonds, if any, owned by the Agency), and provided indemnification has been provided to the Trustee as provided in Section 6.3(j).

(c) The recitals of fact and all promises, covenants, and agreements herein and in the Bonds shall be taken as statements, promises, covenants, and agreements of the Agency, and the Trustee assumes no responsibility for the correctness of the same, and makes no representations as to the validity or sufficiency of this Indenture or of the Bonds, and shall incur no responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon the Trustee. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own gross negligence or willful misconduct.

(d) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys or employees but shall not be answerable for the conduct of the same appointed in accordance with the standard specified herein, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers, and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be counsel for the Agency). The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(e) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of authentication of the Trustee endorsed on the Bonds), or for the validity of the execution by the Agency of this Indenture, any supplemental indenture or of any supplements thereto or instruments of further assurance, and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions, or agreements on the part of the Agency. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions of this Indenture.

(f) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram, or other paper or document believed to be genuine and correct and to have been signed or sent by the proper

person or persons. Any action taken by the Trustee pursuant to this Indenture or any supplemental indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Bond shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(g) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Agency by its Authorized Representative as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section, or of which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Authorized Representative of the Agency under its seal to the effect that a resolution in the form therein set forth has been adopted by the Agency as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any event of default hereunder (other than payment of the principal of and interest on the Bonds) unless the Trustee shall be specifically notified in writing of such default by the Agency or by any Owners of any Bonds then Outstanding, and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the trusts and powers or otherwise in respect of the premises conferred upon the Trustee by this Indenture and any Supplemental Indenture.

(j) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order, or direction of any of the Registered Owners, pursuant to the provisions of this Indenture, unless such Registered Owners, shall have offered to the Trustee security or indemnity satisfactory to the Trustee against the costs, expenses, and liabilities which may be incurred therein or thereby.

(k) The Trustee shall have no responsibility for any information, statement, or recital in any official statement, offering memorandum or other disclosure material prepared or distributed with respect to the Bonds.

Section 6.4 Permitted Acts and Functions.

(a) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants, and representatives, shall have the right (but not any duty) fully to inspect any and all of the books, papers, and records of the Agency pertaining to the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(b) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals, or other information, or action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(c) Before taking any action under this Article or Article X, the Trustee may require that an indemnity bond satisfactory to the Trustee be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any action so taken.

(d) All moneys received by the Trustee or the Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor the Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(e) If any event of default under this Indenture exists and is continuing, then the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care as a "prudent man" would exercise or use in the circumstances in the conduct of his own affairs.

(f) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights and powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(g) The resolutions, ordinances, opinions, certificates, and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the withdrawal of cash

hereunder and for the taking or omitting to take of any other action required under this Indenture.

Section 6.5 Compensation. The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services as provided under this Indenture. The Trustee shall also be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and Registrar for the Bonds. The Agency shall pay all such amounts due to the Trustee upon receipt of a written request or invoice from the Trustee. The Agency shall indemnify and hold the Trustee harmless from and against any and all loss, damage, claim, expense and liability in connection with the acceptance and administration of the duties and obligations of the Trustee and the trust or trusts created under this Indenture, including the costs and expenses of defending itself against the claim of any party or any liability in connection with the exercise or performance of any of its powers or duties hereunder except to the extent that such loss, damage, claim, expense or liability is determined by a court of competent jurisdiction to have been caused solely by the Trustee's gross negligence or willful misconduct. The obligations of the Agency shall survive the resignation or removal of the Trustee under this Indenture or the termination and discharge of this Indenture.

ARTICLE VII

AMENDMENTS AND SUPPLEMENTAL INDENTURES

Section 7.1 Amendments and Supplemental Indentures without Consent of Bondowners. Without notice to or consent of the Owners of any Bonds, the Agency and the Trustee may, from time to time and at any time, enter into such indentures supplemental hereto as shall not be inconsistent with the general terms and provisions hereof (which supplemental indentures shall thereafter form a part hereof), (a) to cure any ambiguity or formal defect or omission in this Indenture or in any supplemental indenture, (b) to grant to or confer upon the Trustee for the benefit of the Bondowners any additional rights, remedies, powers, authority, or security that may lawfully be granted to or conferred upon the Bondowners or the Trustee, (c) to make any other change or modification which is not materially adverse to the interests of the Owners of any of the Bonds Outstanding, and (d) to issue Additional Bonds pursuant to Section 2.6 herein or City Obligation pursuant to Section 2.7 herein.

Section 7.2 Amendments with Consent of Bondowners. This Indenture, and the rights and obligations of the Agency and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by supplemental indentures entered into by the Agency and the Trustee with the consent of Bondowners holding at least sixty percent (60%) in aggregate principal amount of the Outstanding Bonds affected by such amendment or supplement, exclusive of Bonds, if any, held by the Agency or the City, and obtained as hereinafter set forth; provided, however, that no such modification or amendment shall, without the express consent of the Owner of the Bond affected, reduce the principal amount of any Bond, reduce the interest rate payable thereon, make any Bond redeemable prior to its maturity except as otherwise provided in this Indenture, reduce the premium payable upon redemption, extend its maturity or the times for paying interest thereon or change the monetary medium in which principal and interest is payable, nor shall any such modification or amendment reduce the percentage of consent required for amendment or modification. Any act done pursuant to a modification or amendment so consented to shall be binding upon the Owners of all of the Bonds of a designated series, and shall not be deemed an infringement of any of the provisions of this Indenture or of the Redevelopment Act, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Indenture, and after such consent relating to such specified matters has been given, no Bondowner, shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the Agency or any officer thereof from taking any action pursuant thereto. If the Agency shall desire to obtain any such consent, it shall cause notice to be mailed to the Owners of the Bonds at their last addresses as shown on the registration books maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that a copy thereof is on file at the office of the Trustee for inspection by all Bondowners. Whenever at any time the Agency shall receive an instrument or instruments purporting to be executed by the Owners of not less than sixty percent (60%) in aggregate principal amount of the Bonds affected by such action then Outstanding (exclusive of Bonds, if

any, owned by the Agency or the City), which instrument or instruments shall refer to the proposed supplemental indentures described in such notice, and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice as on file with the Trustee, thereupon, but not otherwise, the Agency and the Trustee may enter into such supplemental indentures in substantially such form without liability or responsibility to any Owner of any Bonds, whether or not such Owner shall have consented thereto. Upon the execution by the Agency and the Trustee of any supplemental indenture pursuant to the provisions of this Section, this Indenture shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties, and obligations under this Indenture shall thereafter be determined, exercised, and enforced hereunder, subject in all respects to such modifications and amendments.

ARTICLE VIII

PROCEEDINGS CONSTITUTE CONTRACT

The provisions of this Indenture and of any supplemental indenture supplementing or amending this Indenture shall constitute a contract between the Agency and the Bondowners and the provisions thereof shall be enforceable by the Trustee (or if, after notice as provided herein has been given to the Trustee and the Trustee refuses to undertake enforcement, by the Bondowner) for the equal benefit and protection of all Bondowners similarly situated by mandamus or any other suit, action, or proceeding at law or in equity that is now or may hereafter be authorized under the laws of the State of Utah in any court of competent jurisdiction.

ARTICLE IX

DEFEASANCE

If the Agency shall pay or cause to be paid, or shall have made provisions to pay, or there shall have been set aside in trust, funds to pay, to the Owners of the Bonds, the principal, interest, and premium, if any, to become due thereon, then the pledge of the Trust Estate (including the Pledged Revenues) with respect to such Bonds and all other rights granted hereby, shall thereupon cease, terminate and become void and be discharged and satisfied. Bonds for the payment and discharge of which upon maturity or time of prior redemption, provision has been made through the setting apart in a fund created pursuant to this Indenture or otherwise to insure the payment thereof, of money sufficient for the purpose or through the irrevocable segregation for that purpose in some fund of moneys sufficient therefor, including, but not limited to, investment income earned or to be earned on direct obligations of the United States of America or bonds or other obligations for which the full faith and credit of the United States of America are pledged for the payment of principal and interest, shall, as provided herein, no longer be deemed to be Outstanding and unpaid; provided, however, that, if the maturity date or the date for prior redemption of any such Bonds shall not have arrived, provision shall have been made by the Agency by deposit for the payment to the Owner of any such Bonds, upon surrender thereof on or after the applicable date, of the full amount to which they would be entitled by way of principal or interest to the date of such maturity or prior redemption, including in the computation of said full amount any income to be earned by way of investment of said deposit, as provided below, and provision shall have been made by the Agency, for mailing of a notice to the Owners of such Bonds that such moneys are or will be available for such payment. Moneys held for payment in accordance with the provisions of this Section shall be invested by the Trustee, upon written direction of the Agency, in direct obligations of the United States of America, or bonds or other obligations for which the full faith and credit of the United States of America are pledged for the payment of principal and interest, to mature or be withdrawable, as the case may be, not later than the time when needed for such payment. Notwithstanding anything to the contrary, if any deposit of funds as contemplated by this Article relies upon investment income to accomplish the defeasance of any Bonds, such deposit shall be accompanied by a standard form verification report of a certified public accountant or firm of certified public accountants.

ARTICLE X

DEFAULT PROVISIONS AND REMEDIES

Section 10.1 Events of Default. Each of the following events is hereby declared to constitute an “Event of Default” hereunder:

(a) Failure to make due and punctual payment of the interest and/or principal of, or premium, if any, on, any Bond, whether at the stated maturity thereof or upon proceedings for redemption thereof; or

(b) Failure to perform or observe any other of the covenants, agreements, or conditions on the part of Agency in this Indenture, which failure shall continue for a period of thirty (30) days after written notice from the Trustee specifying such failure and requesting that it be remedied is given to the Agency, unless (i) the Trustee shall agree in writing to an extension of such period prior to its expiration, (ii) during such thirty (30) day period or any extension thereof, the Agency has commenced and is diligently pursuing appropriate corrective action, or (iii) the Agency is by reason of force majeure at the time prevented from performing or observing the agreement or covenant with respect to which it is delinquent or in breach. The term force majeure as used herein means any condition or event beyond the reasonable control of the Agency.

Section 10.2 Remedies. Upon the occurrence of any Event of Default, the Trustee shall have the following enforcement remedies:

(a) The Trustee shall have a right in addition to all other rights afforded it by the laws of the State, to apply to and obtain from any court of competent jurisdiction such decree or order, including mandamus and or specific performance, as may be necessary to require the officials of the Agency to remit Pledged Revenues to meet all requirements of this Indenture, including the right to require the Agency to account as if it were the trustee of an express trust for the owners of the Bonds.

(b) The Trustee may, in addition or as an alternative, pursue any available remedy by suit at law or in equity to enforce the provisions of this Indenture. Any judgment against the Agency shall be enforceable only against the Trust Estate and there shall not be authorized any judgment of any nature against any other funds or properties of the Agency or the City. The Trustee agrees to enforce by mandamus, suit, or other proceeding at law or equity, the covenants and agreements of the Agency.

(c) The Trustee shall have the right to recover all reasonable fees, costs, and economic and compensatory damages (including, but not limited to attorneys’ fees).

No remedy provided herein is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to any Bondowner hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein and such right and power may be exercised as often as may be deemed expedient. Every substantive right and every remedy conferred upon the Trustee or the Bondowners may be enforced and exercised as often as may be deemed expedient.

No waiver of any default or breach of duty or contract by the Trustee or any Bondowner shall affect any subsequent default or breach of duty or contract or shall impair any rights or remedies on said subsequent default or breach.

In case any suit, action, or proceeding to enforce any right or exercise any remedy shall be brought or taken and should said suit, action, or proceeding be abandoned, or be determined adversely to the Trustee or the Bondowners, then, and in every such case, the Trustee and the Bondowners shall be restored to their former positions, rights, and remedies as if such suit, action, or proceeding had not been brought or taken.

Section 10.3 Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities, fees, and advances incurred or made by the Trustee, including those of its attorneys, agents and advisors, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied in the following order:

(a) To the payment of the principal of, premium, if any, and interest then due and payable on the Bonds as follows:

(i) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST—To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND—To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on the Bonds which shall have become due (other than Bonds called for redemption for

the payment of which moneys are held pursuant to the provisions hereof), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(ii) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amounts of such moneys available for such application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal paid on such dates shall cease to accrue.

Section 10.4 Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default hereunder and its consequences and shall do so upon the written request of the Registered Owners of a majority in aggregate principal amount of all the Bonds then Outstanding; provided, however, that there shall not be waived (A) any default in the payment of the principal of any Bonds at the date that a principal installment is due, or (B) any default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such Event of Default shall have occurred on overdue installments of interest and all arrears of payments of Principal and premium, if any, when due and all expenses of the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Agency, the Trustee, the Registered Owners shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.5 Cooperation of Agency. In the case of any Event of Default hereunder, the Agency shall cooperate with the Trustee and use its best efforts to protect the Registered Owners.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Consents, Etc., of Registered Owners. Any consent, request, direction, approval, objection, or other instrument required hereby to be executed by the Registered Owners may be in any number of concurrent writings of similar tenor and may be executed by such Registered Owners in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection, or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes hereof, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely, the fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution. The amount of Bonds held by any person executing such instrument as Registered Owner of Bonds and the fact, amount and numbers of the Bonds held by such person and the date of his holding the same shall be proved by the registration books of the Trustee.

Section 11.2 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person other than the parties hereto and the Registered Owners of the Bonds, any legal or equitable right, remedy, or claim under or in respect hereto or any covenants, conditions, and provisions herein contained, this Indenture and all of the covenants, conditions, and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Registered Owners of the Bonds as herein provided.

Section 11.3 Severability. If any covenant agreement, or provision, or any portion thereof, contained in this Indenture, or the application thereof to any person or circumstances, is held to be unconstitutional, invalid, or unenforceable, the remainder of this Indenture and the application of such covenant, agreement, or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected, and this Indenture and the Bonds issued pursuant hereto shall remain valid and the Bondowners shall retain all valid rights and benefits accorded to them under this Indenture and the Constitution and laws of the State of Utah. If the provisions relating to the appointment and duties of a Trustee or Paying Agent are held to be unconstitutional, invalid, or unenforceable, said duties shall be performed by an appropriate financial officer of the Agency.

Section 11.4 Applicable Laws. This Indenture shall be governed exclusively by the applicable law of the State of Utah.

Section 11.5 Notices. It shall be sufficient service of any notice, request, complaint, demand, or other paper on the Agency if the same shall be duly mailed by first class mail addressed to it at 3600 Constitution Blvd., West Valley, Utah, 84119, Attention: City Attorney, or to such address as the Agency may from time to time file with the Trustee. It shall be sufficient service of any notice or other paper on the Trustee if the same shall be duly mailed by first class mail or by email or facsimile to it at ZB, National Association, One South Main Street, 12th Floor, Salt Lake City, Utah, 84133, Attention: Corporate Trust Department or to such other address as the Trustee may from time to time file with the Agency.

Section 11.6 Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement herein contained against any past, present, or future officer, or other public official, employee, or agent of the Agency.

Section 11.8 Holidays. If any date for the payment of principal of or interest on the Bonds is not a Business Day, then such payment shall be due on the first Business Day thereafter and no interest shall accrue for the period between such date and such first Business Day thereafter.

IN WITNESS WHEREOF, the Agency and the Trustee have caused this Indenture to be executed in their respective names and the Agency has caused its seal to be hereto affixed and countersigned and attested by their duly authorized officials or officers, all as of the date first above written.

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY

(SEAL)

By: _____
Executive Director

COUNTERSIGN AND ATTEST:

By: _____
City Recorder

ZIONS BANK, A DIVISION OF ZB,
NATIONAL ASSOCIATION,
as Trustee

By: _____

Title: _____

EXHIBIT A

(FORM OF SERIES 2016 BOND)

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the Agency or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF UTAH
REDEVELOPMENT AGENCY OF WEST VALLEY CITY
REVENUE [AND] REFUNDING BONDS,
SERIES 2016[A][B] [FEDERALLY TAXABLE][TAX-EXEMPT]

Registered
Number R- _____

Registered

Interest Rate

Maturity Date

Original Issue Date

CUSIP

_____, ____

Registered Owner: CEDE & CO.

Principal Amount: _____

The Redevelopment Agency of West Valley City (hereinafter sometimes called the "Agency"), a public body corporate and politic, duly organized and existing under the Constitution and the laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on the Maturity Date specified above with interest thereon until paid at the Interest Rate specified above per annum, payable on _____, 2016, and semiannually thereafter on _____ and _____ of each succeeding year (each an "Interest Payment Date"), until said Principal Amount is paid. Principal shall be payable upon surrender of this Bond at the offices of ZB, National Association, Salt Lake City, Utah ("Trustee" and "Paying Agent") or its successors. Interest on this Bond shall be payable by check or draft mailed on the Interest Payment Date to the Registered Owner of record hereof as of the fifteenth day immediately preceding each Interest Payment Date (the "Record Date") at the address of such Registered Owner as it appears on the registration books of the Paying Agent, who shall

also act as the Registrar for the Agency, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

This Bond is one of a duly authorized issue of bonds of the Agency designated “Redevelopment Agency of West Valley City Revenue Refunding Bonds, Series 2016[A][B] [Federally Taxable][Tax-Exempt] (the “Series 2016[A][B] Bonds”) limited in aggregate principal amount to \$_____, all of like tenor (except for bond numbers and differences, if any, in interest rate and denomination). In addition to the Series [A][B] Bonds, the Agency has also issued its Redevelopment Agency of West Valley City Revenue Refunding Bonds, Series 2016[A][B] [Federally Taxable][Tax-Exempt] (the “Series 2016[A][B] Bonds” and collectively with the Series [A][B] Bonds, the “Series 2016 Bonds”) in aggregate principal amount of \$_____. All of the Series 2016 Bonds have been issued pursuant to and in full conformity with the Constitution and the laws of the State of Utah, particularly Limited Purpose Local Government Entities—Community Development and Renewal Agencies Act, Title 17., Utah Code Annotated 1953, as amended, and the _____ Redevelopment Project Area Plan and the _____ Redevelopment Plan (collectively, the “Redevelopment Plans”) for the _____ Redevelopment Project Area and the _____ Redevelopment Project Area, respectively (collectively, the “Project Areas”) for the purpose of (a) refunding certain outstanding bonds of the Agency and (b) paying costs associated with the issuance of the Series 2016 Bonds, as more fully described within the mentioned Indenture.

This Bond and the interest thereon are not general obligations or debts of West Valley City, Utah (the “City”), the State of Utah or any of its political subdivisions and neither said City, said State nor any of its political subdivisions is liable thereon, nor in any event shall this Bond or said interest give rise to a general obligation or liability of said City, said State or any of its political subdivisions or a charge against their general credit or ad valorem taxing powers, or be payable out of any funds or properties except as payable from the funds of the Agency or City hereinafter mentioned and/or otherwise provided in the Indenture or Interlocal Agreement (as defined in the Indenture). This Bond does not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. Neither the members of the Agency nor any persons executing this Bond are liable personally on this bond by reason of its issuance. The Agency has no taxing power.

All of the Series 2016 Bonds are equally secured in accordance with the terms of the Indenture (including any referenced documents or agreements therein) (the “Indenture”) entered into between the Agency and Zions Bank, a division of ZB, National Association (the “Trustee”) dated as of _____, 2016, reference to which is hereby made for a specific description of the security therein provided for the Series 2016 Bonds, for the nature, extent, and manner of enforcement of such security, for the covenants and agreements made for the benefit of the Owners and for a statement of the rights of the Owners; and by the acceptance of this Bond the owner hereof assents to all of the terms, conditions, and provisions of the Indenture. The Indenture is hereby

incorporated in its entirety by reference. In the manner and subject to the requirements provided in the Indenture, said Indenture and the rights and obligations of the Agency and of the Owners of the Series 2016 Bonds may (with certain exceptions as stated in the Indenture) be modified or amended with the consent of the Owners of sixty percent (60%) in aggregate principal amount of outstanding Bonds affected by such amendment, exclusive of the Bonds owned by the Agency or the City. Capitalized terms used in this Bond which are not defined herein but which are defined in the Indenture shall have the respective meanings set forth in the Indenture when used herein.

The principal of this Bond and the interest thereon are secured by an irrevocable lien on and pledge of, and are payable solely from, the Pledged Revenues (as such term is defined in the Indenture) all as more particularly set forth in the Indenture.

This Bond shall be registered on the books of the Agency to be kept for that purpose at the office of the Paying Agent in Salt Lake City, Utah, such registration shall be noted hereon, and this Bond shall be transferable only upon said books at said office by the registered owner hereof or by his duly authorized attorney. Such transfers shall be without charge to the owner hereof, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the owner requesting such transfer as a condition precedent to the exercise of such privilege. Upon any such transfer, the Agency shall execute and the Paying Agent shall authenticate and deliver in exchange for this Bond a new registered bond or bonds of the same maturity, series, and interest rate, registered in the name of the transferee, of Authorized Denominations. The Agency and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether or not this Bond is overdue, for the purpose of receiving payment and for all other purposes, and the Agency and the Paying Agent shall not be affected by any notice to the contrary. The Agency and the Paying Agent shall not be required (a) to issue, transfer, or exchange Bonds from the Record Date through and including the interest payment date; or (b) to transfer or exchange any Bond called for redemption or selected for call for redemption following notice. The Series 2016 Bonds are issuable as registered bonds in the denominations of \$5,000 or any integral multiple thereof.

The Series 2016 Bonds are subject to redemption as provided in the Indenture.

It is hereby recited, certified, and declared that any and all acts, conditions, and things required to exist, to happen, and to be performed precedent to and in the issuance of this Bond exist, have happened, and have been performed in due time, form, and manner as required by the Redevelopment Plans and the Constitution and statutes of the State of Utah.

This Bond shall not become valid or obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Redevelopment Agency of West Valley City has caused this Bond to be signed on its behalf by the manual or facsimile signature of its Chair and attested by the manual or facsimile signature of the City Recorder and the seal of said Agency to be impressed, imprinted, or reproduced hereon.

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY

(SEAL)

By: _____
Chair

ATTEST AND COUNTERSIGN:

By: _____
City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2016 Bonds of Redevelopment Agency of West Valley City described in the within mentioned Indenture.

ZB, NATIONAL ASSOCIATION, as
Trustee

By: _____
Authorized Officer

Date of Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned sells, assigns, and transfers unto:

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program)

EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

ZB, National Association
Corporate Trust Services
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

Pursuant to Section 4.6 of the Indenture of Trust dated as of _____, 2016, you are hereby authorized to pay to the following costs of issuance from the Cost of Issuance Fund:

[See Attached Schedule]

AUTHORIZED REPRESENTATIVE
REDEVELOPMENT AGENCY OF WEST
VALLEY CITY

Costs of Issuance

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
--------------	----------------	---------------

INDENTURE OF TRUST

Dated as of _____, 2016

between

REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH

and

[ZB, NATIONAL ASSOCIATION],
as Trustee

Relating to

Redevelopment Agency of West Valley City, Utah
Tax Increment Revenue Bonds, Series 2016A (Tax Exempt)
[and]
[Tax Increment Revenue Bonds, Series 2016B (Federally Taxable)]

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THIS INDENTURE OF TRUST dated as of _____, 2016 (hereinafter sometimes referred to as the “Indenture”), by and between the Redevelopment Agency of West Valley City, Utah (the “Agency”) and ZB, National Association, as trustee, a national banking association organized under the laws of the United States, with its principal office in Salt Lake City, Utah, and authorized to accept and execute trusts of the character herein set out (the “Trustee”).

W I T N E S S E T H:

WHEREAS, the Agency is a redevelopment agency (a public body, corporate and politic) duly created and established by West Valley City, Utah (the “City”), and authorized to transact business and exercise its powers, all under and pursuant to the Limited Purpose Local Government Entities-Community Reinvestment Act, Title 17C, Utah Code Annotated 1953, as amended (the “Redevelopment Act”), and the powers of the Agency include the power to issue bonds for any of its corporate purposes; and

WHEREAS, a redevelopment plan (the “Redevelopment Plan”) for the City Center Project Area, as described in the Redevelopment Plan (the “Redevelopment Project Area”) has heretofore been adopted and approved and all requirements of law for, and precedent to, the adoption and approval of the Redevelopment Plan and the Redevelopment Project Area have been duly complied with; and

[WHEREAS, The Agency has previously issued and has outstanding its (i) Tax Increment and Sales Tax Revenue Bonds, Series 2009 (the “Series 2009 Bonds”); (ii) Franchise Tax and Tax Increment Revenue Refunding Bonds, Series 2010A (the “Series 2010A Bonds”); (iii) Franchise Tax and Tax Increment Revenue Bonds, Series 2010B (Federally Taxable–Issuer Subsidy–Build America Bonds) (the “Series 2010B Bonds”); (iv) Subordinate Tax Increment and Subordinate Sales Tax Revenue Bonds, Series 2012 (the “Series 2012 Bonds”); and its (v) Taxable Subordinate Tax Increment Revenue Bonds, Series 2014 (the “Series 2014 Bonds,” and together with the Series 2009 Bonds, the Series 2010A Bonds, the Series 2010B Bonds, the Series 2012 Bonds, the “Outstanding Bonds”), to finance certain improvements within the Project Area; and

WHEREAS, the Agency has determined that it would be in furtherance of its public purposes to issue not more than (i) \$ _____ of tax increment revenue bonds to be designated “Redevelopment Agency of West Valley City, Utah Tax Increment Revenue Bonds, Series 2016A (Tax Exempt)” (the “Series 2016A Bonds”) and (ii) \$ _____ of tax increment revenue bonds to be designated “Redevelopment Agency of West Valley City, Utah Tax Increment Revenue Bonds, Series 2016B (Federally Taxable)” (the “Series 2016B Bonds” and together with the Series 2016A Bonds, the “Series 2016 Bonds”) and to, among other things, provide funds to _____ within the Redevelopment Project Area [and to refund all [a portion] of the Outstanding Bonds], all to promote economic and community development within the Redevelopment Project Area (collectively, the “Project”);

WHEREAS, proceeds from the Series 2016 Bonds will also be used to pay costs associated with the issuance of the Series 2016 Bonds; and

WHEREAS, the Series 2016 Bonds will be secured by an irrevocable lien pledge on the Tax Increment Revenues (as defined herein), which are derived from levies within the Redevelopment Project Area; and

WHEREAS, _____ (the "Purchaser") has agreed to purchase the Series 2016 Bonds upon the terms and conditions set forth in a Bond Purchase Agreement dated _____, 2016, and attached hereto as Exhibit A (the "Purchase Agreement"); and

NOW, THEREFORE, the Agency, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Series 2016 Bonds as hereinafter defined by the Owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Series 2016 Bonds according to their tenor and effect and the performance and observance by the Agency of all of the covenants expressed or implied herein and in the Series 2016 Bonds, does hereby grant, convey, pledge, transfer, and assign to the Trustee and to its successors in trust the following (herein called the "Trust Estate"):

First, the amounts required by this Indenture to be deposited in the funds and accounts created herein or in any indenture supplemental hereto (except the Rebate Fund, but only with respect to bonds issued hereunder that are federally tax-exempt) subject to the uses provided herein, and any investments and reinvestments of such amounts and the proceeds thereof (except the Rebate Fund, but only with respect to bonds issued hereunder that are federally tax-exempt);

Second, all Tax Increment Revenues received by the Agency, together with all investments and reinvestments of such amounts; and

Third, any and all property of every kind or description which may from time to time hereafter be sold, transferred, conveyed, assigned, hypothecated, endorsed, deposited, pledged, mortgaged, granted, or delivered to, or deposited with the Trustee as additional security by the Agency or anyone on its behalf or with its written consent;

TO HAVE AND TO HOLD said Trust Estate whether now owned or held or hereafter acquired, unto the Trustee or its successor and assigns, forever,

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth, all as herein set forth.

IT IS HEREBY COVENANTED, DECLARED, AND AGREED that this Indenture creates a continuing lien equally and ratably (except as otherwise provided herein or in any indenture supplemental hereto) to secure the payment in full of the principal of and premium, if any, and interest on all Bonds which may, from time to time, be outstanding hereunder, and that the Series 2016 Bonds are to be issued, authenticated, and delivered, and that the Trust Estate is to be held, dealt with and disposed of by the

Trustee, upon and subject to the terms, covenants, conditions, uses, agreements, and trusts set forth in this Indenture, as follows:

ARTICLE I

SHORT TITLE, DEFINITIONS, INTERPRETATION

Section 1.1 Short Title. This Indenture may hereafter be cited by the Agency as the “Indenture of Trust” or the “Indenture.”

Section 1.2 Definitions. As used in this Indenture (i) terms defined in the recitals shall have the meanings assigned, and (ii) the following terms shall have the following meanings:

“Additional Bonds” means any Bonds or other obligations issued hereafter having a parity lien on the Tax Increment Revenues with the Series 2016 Bonds pledged to the payment of principal of and interest on the Bonds or any portion thereof pursuant to Section 2.13 hereof.

“Agency” means the Redevelopment Agency of West Valley City, Utah.

“Annual Debt Service Requirement” with respect to the Series 2016 Bonds as computed from time to time hereunder, means the sum obtained for a given Bond Year by totaling the following for such Bond Year:

- (a) The principal amount of all such Bonds outstanding on the date of computation which matures during such Bond Year; plus
- (b) The interest payable during such Bond Year on all such Bonds outstanding on the date of computation.

“Authorized Representative” means the Chief Executive Officer, Chairman or Vice Chairman of the Agency.

“Authorizing Resolution” means the resolution adopted by the Agency on [September 13, 2016], as the same may be amended and supplemented from time to time.

“Bond Fund” means the fund by that name established by Section 4.1 hereof.

“Bondowner” or “Owner” or “Registered Owner” means the registered owner of any Bond issued under this Indenture, which, initially is the Purchaser.

“Bond Year” means the twelve-month period beginning on July 1 of each year and ending on the next following June 30, except that the initial Bond Year for any series of Bonds shall commence on the date of original issuance and delivery of such series of the Series 2016 Bonds and shall end on the next succeeding June 30.

“Bonds” means collectively the Series 2016 Bonds and any Additional Bonds issued, authenticated, and delivered under and pursuant to this Indenture.

“City” means West Valley City, Utah, a political subdivision of the State of Utah.

“Code” means the Internal Revenue Code of 1986, as amended.

“Costs of Issuance Account” means the account by that name established in the Development Fund by Section 4.1 hereof.

“Dated Date” means, with respect to the Series 2016 Bonds, the initial delivery date of the Series 2016 Bonds.

“Debt Service Reserve Fund” means the fund by that name created by Section 4.1 hereof.

“Debt Service Reserve Requirement” means with respect to any Series of Bonds issued pursuant to this Indenture, the amount herein described (or in any supplemental Indenture may include the provision for no Debt Service Reserve Requirement); provided, however, that in the event any Additional Bonds are issued to refund only a portion and not all of the then Outstanding Bonds of any other series of Bonds issued pursuant to the Indenture (the “Prior Bonds”), then the portion of such series of Prior Bonds that remain Outstanding immediately after the issuance of such Additional Bonds and the portion of such Additional Bonds that is allocable to the refunding of such series of Prior Bonds may be combined and treated as a single series for purpose of determining the Debt Service Reserve Requirement relating to such combined series and the resulting requirement shall be allocated among the two series pro rata based upon the total principal amount remaining Outstanding for each series. The Debt Service Reserve Requirement with respect to the Series 2016 Bonds issued hereunder is \$425,000. The Debt Service Reserve Requirement may, if provided in the related supplemental Indenture, may be accumulated over time. Each account of the Debt Service Reserve Fund shall only be used with respect to the related series of Bonds.

“Development Fund” means the fund by that name established by Section 4.1 hereof.

“DTC” means The Depository Trust Company, New York, New York, a limited-purpose trust company organized under the laws of the State of New York.

“Event of Default” means any of the events specified in Section 10.1 hereof.

“Indenture” means this Indenture dated as of _____, 2016, between the Agency and the Trustee, and all indentures supplemental hereto.

“Interest Payment Date” means each _____ and _____ commencing _____, 2016.

“Investment Income” means the net gain derived from the investment of moneys held in the Bond Fund, Development Fund, and Cost of Issuance Fund created in this Indenture.

“Maturity Date” means with respect to the Series 2016 Bonds, _____.

“Outstanding” when used with reference to Bonds, means, as of any date, all Bonds theretofore or thereupon being authenticated and delivered under this Indenture except: (1) any Bond cancelled by the Trustee or delivered to the Trustee for cancellation at or prior to such date; (2) any Bond in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to Sections 2.5, 2.8, 2.10; and (3) any Bond deemed to have been paid as provided in Article IX hereof.

“Paying Agent” means any paying agent appointed by the Agency pursuant to this Indenture. The initial Paying Agent shall be Zions Bank, a division of ZB, National Association, Salt Lake City, Utah.

“Permitted Investments” means and include any investments or securities permitted for the investment of public funds under the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code Annotated 1953, as amended.

“Project” means _____ within the Project Area as described in Exhibit B attached hereto.

“Purchaser” means, initially, _____ and its successors and permitted assigns.

“Rebatable Arbitrage” means, with respect to each series of Bonds, the interest upon which is federally tax-exempt, the amount (determinable as of each Rebate Calculation Date) of rebatable arbitrage payable to the United States at the times and in the amounts specified in Section 148(f) of the Code and Sections 1.148-3 of the Regulations.

“Rebate Calculation Date” means, with respect to each series of Bonds, the interest upon which is federally tax-exempt, the Interest Payment Date next preceding the fifth anniversary of the issue date of such series of Bonds, each fifth anniversary date of the initial Rebate Calculation Date for such series of Bonds, and the date of retirement of the last Bond of such series.

“Rebate Fund” means the fund by that name established by Section 4.1 hereof.

“Record Date” means the 15th day immediately preceding each Interest Payment Date or if such 15th day is not a Business Day, the Business Day next preceding such 15th day. With respect to any redemption, the Record Date shall be specified by the Registrar in the notice of redemption, but shall not be less than fifteen (15) calendar days before the mailing of such notice of redemption.

“Redemption Fund” means the fund by that name established by Section 4.1 hereof.

“Redevelopment Act” means the Limited Purpose Local Government Entities-Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended.

“Redevelopment Plan” means the plan for the City Center Redevelopment Project Area, and includes any amendment of said plans hereafter made pursuant to law.

“Redevelopment Project Area” means the City Center Redevelopment Project Area described and defined in the Redevelopment Plan first approved and adopted by Ordinance of the legislative body of the Agency on _____.

[“Refunded Bonds” means [all of] the Agency’s outstanding i) Tax Increment and Sales Tax Revenue Bonds, Series 2009 (the “Series 2009 Bonds”); (ii) Franchise Tax and Tax Increment Revenue Refunding Bonds, Series 2010A (the “Series 2010A Bonds”); (iii) Franchise Tax and Tax Increment Revenue Bonds, Series 2010B (Federally Taxable–Issuer Subsidy–Build America Bonds) (the “Series 2010B Bonds”); (iv) Subordinate Tax Increment and Subordinate Sales Tax Revenue Bonds, Series 2012 (the “Series 2012 Bonds”); and its (v) Taxable Subordinate Tax Increment Revenue Bonds, Series 2014 (the “Series 2014 Bonds”).]

“Registered Owner” means, initially, the Purchaser and its permitted successors and assigns.

“Registrar” means any registrar appointed by the Agency pursuant to this Indenture. The initial Registrar shall be Zions Bank, a division of ZB, National Association, Salt Lake City, Utah.

“Required Rebate Deposit” means with respect to any series of Bonds, an amount determinable as of each Rebate Calculation Date, which when added to amounts then on deposit in the Rebate Fund with respect to such series of Bonds, if any, equals the aggregate amount of Rebatable Arbitrage for such series of Bonds less the amount of Rebatable Arbitrage theretofore paid to the United States with respect to such series of Bonds, if any.

“Series 2016A Bonds” means the Agency’s Tax Increment Revenue Bonds, Series 2016A (Tax Exempt) issued in the aggregate principal amount of \$ _____.

“Series 2016B Bonds” means the Agency’s Tax Increment Revenue Bonds, Series 2016B (Federally Taxable) issued in the aggregate principal amount of \$4 _____.

“Series 2016 Debt Service Reserve Account” means the account by that name established in Section 4.1 hereof.

“State” means the State of Utah.

“Tax Increment Revenues” means that portion of taxes levied upon taxable property in the Redevelopment Project Area for the applicable Bond Year, which exceeds tax revenues from such property which are required to be paid to any taxing entities and which may be allocated to and paid to the Agency for payments of Agency obligations under the Redevelopment Act, all as more particularly set forth in this Indenture, and any

other interlocal agreement with a taxing entity, as applicable. The Tax Increment Revenues are pledged as security for the payment of the Series 2016 Bonds.

“Tax Increment Stabilization Fund” means the fund by that name established by Section 4.1 hereof.

“Trustee” means [ZB, National Association], Salt Lake City, Utah, or its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in this Indenture.

Section 1.3 Interpretation.

(a) The terms “hereby,” “hereof,” “herein,” “hereunder,” and similar terms, as used in this Indenture, refer to this Indenture and the term “heretofore” means before, and the term “hereafter” means after the date of this Indenture;

(b) Words of the masculine gender mean and include correlative words of the feminine and neuter genders, and words importing a singular number mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several Articles and Sections of this Indenture and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall not constitute a part of this Indenture, nor shall they affect its meaning, construction, or effect; and

(e) References to Sections and Articles, unless otherwise indicated, refer to Sections and Articles in this Indenture.

ARTICLE II

THE SERIES 2016 BONDS

Section 2.1 Purpose and Description of the Series 2016 Bonds.

(a) Nothing herein shall be construed as authorizing or permitting any portion of Tax Increment Revenues allocable to the Agency to be applied in a manner which would result in violations of the Redevelopment Act.

(b) The Series 2016A Bonds are hereby authorized for issuance hereunder for the purpose of providing funds to (i) refund the Refunded Bonds and (ii) pay costs of issuance of the Series 2016 Bonds. The Series 2016A Bonds shall be limited to \$_____ in aggregate principal amount, shall be issued in fully registered form, shall be substantially in the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2016A Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "Redevelopment Agency of West Valley City Tax Increment Revenue Bonds, Series 2016A (Tax Exempt)."

(c) The Series 2016B Bonds are hereby authorized for issuance hereunder for the purpose of providing funds to (i) refund the Refunded Bonds and (ii) pay costs of issuance of the Series 2016 Bonds. The Series 2016B Bonds shall be limited to \$_____ in aggregate principal amount, shall be issued in fully registered form, shall be substantially in the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2016B Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "Redevelopment Agency of West Valley City Tax Increment Revenue Bonds, Series 2016B (Federally Taxable)".

Section 2.2 Date, Maturities, and Interest. (a) The Series 2016A Bonds shall be dated as of their Original Issue Date, shall be in denominations of \$5,000 or integral multiples thereof, and shall mature and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof, unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Original Issue Date or unless, as shown by the records of the Trustee, interest on the Series 2016A Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Original Issue Date, payable on each Interest Payment Date as follows:

Due
(_____)

Principal
Amount

Interest
Rate

(b) The Series 2016B Bonds shall be dated as of their Original Issue Date, shall be in denominations of \$5,000 or integral multiples thereof, and shall mature and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof, unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Original Issue Date or unless, as shown by the records of the Trustee, interest on the Series 2016B Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Original Issue Date, payable on each Interest Payment Date as follows:

Due
(_____)

Principal
Amount

Interest
Rate

(c) The interest on Series 2016 Bonds so payable, and punctually paid and duly provided for, on any Interest Payment Date will be paid to the Registered Owner thereof at the close of business on the Regular Record Date for such interest, which shall be fifteen days (whether or not a business day) immediately preceding such Interest Payment Date. Any such interest not so punctually paid

or duly provided for shall forthwith cease to be payable to the registered owner of any Series 2016 Bonds on such Regular Record Date, and may be paid to the registered owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice thereof to be given to such registered owner not less than ten days prior to such Special Record Date. The interest on the Series 2016 Bonds shall be paid by check or draft mailed on each Interest Payment Date to the Holder of each of the Series 2016 Bonds as the name and address of such Holder appears on the Record Date in the Register. Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months. Principal shall be payable upon surrender of the Bonds of any Series at the designated offices of the Paying Agent. The Bonds of any Series shall be payable in lawful money of the United States of America

Section 2.3 Nature of the Series 2016 Bonds; Limited Obligations of the Agency. The Series 2016 Bonds shall be and are special obligations of the Agency and, except as otherwise specifically provided herein, are secured by an irrevocable and first lien pledge of, and are payable as to principal, premium, if any, and interest solely from, the Tax Increment Revenues and other funds as hereinafter provided. The Series 2016 Bonds, the interest thereon, and any premiums payable upon the redemption, if any thereof, are not a debt of the City, the State of Utah or any political subdivisions thereof; and neither such City, such State, nor any political subdivisions thereof is liable on them, and in no event shall the Series 2016 Bonds, such interest or premium be payable out of any funds or properties other than those of the Agency as in this Indenture set forth. The Series 2016 Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. Neither the members of the Agency nor any persons executing the Series 2016 Bonds are liable personally on the Series 2016 Bonds by reason of their issuance. The Series 2016 Bonds shall be and are equally secured by an irrevocable and first lien pledge of Tax Increment Revenues and other funds as hereinafter provided, without priority for series, number, date of sale, date of execution, or date of delivery. Nothing in this Indenture shall preclude the payment of the Series 2016 Bonds from the proceeds of refunding bonds issued pursuant to law. Except as hereinabove set forth, nothing in this Indenture shall prevent the Agency from making advances of its own funds, howsoever derived, to any of the uses and purposes mentioned in this Indenture.

Section 2.4 Issuance and Delivery of Bonds. After their authorization by the Agency, the Series 2016 Bonds may be executed by or on behalf of the Agency and delivered to the Trustee for authentication and, upon compliance by the Agency with the requirements of Section 2.5, the Trustee shall thereupon authenticate and deliver such Series 2016 Bonds to or upon the order of the Agency.

Section 2.5 Conditions Precedent to Delivery of Series 2016 Bonds. The Series 2016 Bonds shall be authenticated and delivered upon the order of the Agency, but only upon the receipt by the Trustee of:

(a) an executed copy of the Authorizing Resolution and this Indenture authorizing the Series 2016 Bonds, executed by the Agency and the Trustee, respectively;

(b) Bond Counsel's opinion to the effect that this Indenture has been duly authorized, executed, and delivered by the Agency and is valid and binding upon, and enforceable against, the Agency (except to the extent that the enforceability thereof may be limited by the operation of bankruptcy, insolvency, and other laws relating to or affecting rights and remedies of creditors) and the Series 2016 Bonds have been duly authorized and issued;

(c) a written order as to the delivery of the Series 2016 Bonds, signed by the Chair of the Agency;

(d) evidence of the receipt by the Trustee of the amount of the proceeds of the Series 2016 Bonds to be deposited with the Trustee pursuant to this Indenture, which shall be conclusively established by the executed certificate of the Trustee so stating; and

(e) such further documents and certificates as are required by Bond Counsel, the Purchaser, and its counsel, which shall be deemed to be satisfied upon delivery of the opinion of Bond Counsel.

Section 2.6 Registration, Transfer, and Exchange Recordkeeping. The Agency shall cause books for the registration of transfer of the Series 2016 Bonds to be kept at the principal corporate trust office of the Trustee and hereby appoints the Trustee to act as its registrar and transfer agent to keep such books and to make such registration and transfers. Upon surrender for transfer of any Series 2016 Bond at the principal corporate trust office of the Trustee, the Agency shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of authorized denomination for the aggregate principal amount which the Registered Owner is entitled to receive. Bonds of authorized denominations may be exchanged for Bonds of other authorized denominations of the same maturity, series, and interest rate upon request of the Registered Owner thereof.

All Series 2016 Bonds presented for transfer, exchange, or payment shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Trustee, duly executed by the Registered Owner or by its duly authorized attorney.

New Bonds delivered upon any transfer or exchange shall be valid obligations of the Agency, evidencing the same debt as the Series 2016 Bonds surrendered, shall be secured by and entitled to all of the security and benefits hereof to the same extent as the Series 2016 Bonds surrendered. No service charge shall be made for any exchange, transfer, or registration of Series 2016 Bonds, but the Agency may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The Agency and the Trustee shall not be required (a) to issue, transfer,

or exchange Bonds from the Record Date next preceding any Interest Payment Date through and including such Interest Payment Date; or (b) to transfer or exchange any Bonds called for redemption or selected for call for redemption.

Section 2.7 Execution of Series 2016 Bonds. The Series 2016 Bonds shall be signed on behalf of the Agency by its Chair by his/her manual or facsimile signature and by its Secretary by his/her manual or facsimile signature, and the seal of the Agency shall be impressed, imprinted, or reproduced thereon and delivered to the Trustee for authentication. In case any one or more of the officers or employees who shall have signed or sealed any of the Series 2016 Bonds shall cease to be an officer or employee before the Series 2016 Bonds so signed and sealed shall have been actually delivered, such Bonds may, nevertheless, be delivered as herein provided, and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office or be so employed. Any Bond may be signed and sealed on behalf of the Trustee by such persons as at the actual time of execution of such Bond shall be duly authorized or hold the proper office in or employment by the Agency, although at the time of the issuance of the Series 2016 Bonds such persons may not have been so authorized or held such office or employment.

Section 2.8 Authentication. The Series 2016 Bonds shall bear thereon a certificate of authentication in the form set forth on the form of the Series 2016 Bonds, to be manually executed by the Trustee or by any other duly authorized authenticating agent. No Bond shall be valid for any purpose or entitled to any benefit or right hereunder, until the certificate of authentication shall have been duly executed manually by the Trustee or such other authenticating agent, and such authentication shall be conclusive proof that such Bond has been duly authenticated and delivered under this Indenture and that the Registered Owner thereof is entitled to the benefits of this Indenture.

Section 2.9 Mutilated, Destroyed, Lost, or Stolen Bond. If any Series 2016 Bond shall become mutilated, the Agency shall deliver a new Bond of like tenor and denomination in exchange and substitution for the Bond so mutilated, but only upon the Agency being furnished such reasonable indemnity as it may require therefor. If any Bond shall be reported lost, stolen, or destroyed, evidence as to the ownership thereof and the loss, theft, or destruction thereof shall be submitted to the Agency; and if such evidence and indemnity shall be satisfactory to the Agency, the Agency shall execute, and thereupon the Trustee shall authenticate and deliver a new Bond of like Series, tenor, and denomination bearing the same number and prefix as the original Bond, but carrying such additional marking as will enable the Trustee to identify such Bond as a substituted Bond. The cost of providing any substitute Bond under the provisions of this Section shall be borne by the Bondowner for whose benefit such substitute Bond is provided. If a mutilated, lost, stolen, or destroyed Bond shall have matured or be about to mature, the Trustee shall pay to the Bondowner the principal amount of such Bond upon the maturity thereof and the compliance with the aforesaid conditions by such owner, without the issuance of a substitute Bond therefor, and likewise pay to the Bondowner thereof the amount of accrued and unpaid interest to the maturity date. Every substitute Bond issued pursuant to this Section 2.8 shall constitute an additional contractual obligation of the

Agency, whether or not the Bond alleged to have been destroyed, lost, or stolen shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Bonds duly issued hereunder, to the same extent as the Bond for which it has been substituted. All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost, or stolen Bonds, and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or investment or other securities without their surrender.

Section 2.10 Cancellation and Destruction of Surrendered Series 2016 Bonds. Series 2016 Bonds surrendered for payment shall be cancelled and destroyed by the Trustee. The Trustee shall, upon the Agency's request, deliver to the Agency a certificate of destruction identifying all Bonds so destroyed.

Section 2.11 Temporary Bonds. Any Series 2016 Bonds issued under this Indenture may be initially issued in temporary form exchangeable for definitive Bonds. The temporary Bonds may be printed, lithographed, or typewritten, shall be of such denominations as may be determined by the Agency, shall be without coupons, and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed and sealed by the Agency and authenticated by the Trustee in substantially the same manner as provided herein. If the Agency issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds may be surrendered for cancellation at the principal office of the Trustee in Salt Lake City, Utah, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of the same Series, interest rates, and maturities. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Indenture as definitive Bonds issued hereunder.

Section 2.12 Form, Denomination, Numbers, and Letters. The Series 2016 Bonds shall be issued in the form of a single fully registered bond, without coupons, in the aggregate principal amount of the Series 2016 Bonds and in substantially the form set forth as Exhibit A.

Section 2.13 Additional Bonds. No bonds or other obligations or indebtedness payable on a priority basis to the Series 2016 Bonds from Tax Increment shall be issued by the Agency. In addition, no Additional Bonds or other indebtedness, bonds, or notes of the Agency payable on a parity with, or senior to, the Series 2016 Bonds herein authorized out of Tax Increment Revenues shall be created or incurred, unless the following requirements have been met:

- (a) No Event of Default shall have occurred and be continuing hereunder on the date of authentication of any Additional Bonds. This paragraph (a) shall not preclude the issuance of Additional Bonds if (i) the issuance of such Additional Bonds otherwise complies with the provisions hereof and (ii) such

Event of Default will cease to continue upon the issuance of Additional Bonds and the application of the proceeds thereof; and

(b) A certificate shall be delivered to the Trustee by the Agency to the effect that the Tax Increment Revenues, plus any additional moneys that have been pledged to a respective Series of Bonds for any consecutive twelve (12) month period in the twenty-four (24) months immediately preceding the proposed date of issuance of such Additional Bonds were at least equal to one hundred ten percent (110%) of the maximum annual debt service requirement on all Bonds and Additional Bonds to be Outstanding following the issuance of the Additional Bonds provided, however, that such coverage test set forth above shall not apply to the issuance of any Additional Bonds to the extent (i) they are issued for the purpose of refunding Bonds issued hereunder and (ii) the aggregate average annual debt service for such Additional Bonds does not exceed the then remaining aggregate average annual debt service for the Bonds being refunded therewith; and

(c) All payments required by this Indenture to be made into the Bond Fund must have been made in full, and there must be on deposit in each Fund or Account, the full amount required by this Indenture to be accumulated therein at such time; and

(d) The proceeds of the Additional Bonds must be used (i) to refund Bonds issued hereunder or other obligations of the Agency (including the funding of necessary reserves and the payment of costs of issuance) or (ii) to finance or refinance a project relating to the Redevelopment Project Area (including the funding of necessary reserves and the payment of costs of issuance); and

(e) The revenue coverage test set forth in this Section 2.13 shall not apply to the Series 2016 Bonds.

Section 2.14 Perfection of Security Interest.

(a) This Indenture creates a valid and binding pledge and assignment of security interest in all of the Tax Increment Revenues pledged under this Indenture in favor of the Trustee as security for payment of the Series 2016 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Tax Increment Revenues.

Section 2.15 Book-Entry System.

(a) Except as provided in paragraphs (b) and (c) of this Section 2.15 the Registered Owner of all Series 2016 Bonds shall be, and the Series 2016 Bonds

shall be registered in the name of Cede & Co. (“Cede”), as nominee of The Depository Trust Company, New York, New York (together with any substitute securities depository appointed pursuant to paragraph (c)(ii) of this Section 2.15, “DTC”). Payment of the interest on any Series 2016 Bond shall be made in accordance with the provisions of this Indenture to the account of Cede on the Interest Payment Dates for the Series 2016 Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

(b) The Series 2016 Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2016 Bonds. Upon initial issuance, the ownership of each such Series 2016 Bond shall be registered in the registration books of the Agency kept by the Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2016 Bonds so registered in the name of Cede, the Agency, Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Series 2016 Bonds. Without limiting the immediately preceding sentence, the Agency, Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2016 Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2016 Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2016 Bonds. The Agency, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, absolute owner of each Series 2016 Bond for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each Series 2016 Bond, (2) giving notices of redemption and other matters with respect to such Series 2016 Bonds and (3) registering transfers with respect to such Bonds. So long as the Series 2016 Bonds are registered in the name of CEDE & Co., the Paying Agent shall pay the principal or redemption price of, and interest on, all Series 2016 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Agency’s obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.15, no person other than DTC shall receive a Bond evidencing the obligation of the Agency to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this Indenture. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this Indenture, the word “Cede” in this Fifth Supplemental Indenture shall refer to such new nominee of DTC.

Except as provided in paragraph (c)(iii) of this Section 2.15, and notwithstanding any other provisions of this Indenture, the Series 2016 Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a

nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(c) (i) DTC may determine to discontinue providing its services with respect to the Series 2016 Bonds at any time by giving written notice to the Agency, the Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2016 Bonds under applicable law.

(ii) The Agency, in its sole discretion and without the consent of any other person, may, by notice to the Registrar, terminate the services of DTC with respect to the Series 2016 Bonds if the Agency determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2016 Bonds or the Agency; and the Agency shall, by notice to the Registrar, terminate the services of DTC with respect to the Series 2016 Bonds upon receipt by the Agency, the Registrar, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Series 2016 Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2016 Bonds; or (2) a continuation of the requirement that all of the outstanding Series 2016 Bonds be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2016 Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2016 Bonds pursuant to subsection (c)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2016 Bonds pursuant to subsection (c)(i) or subsection (c)(ii)(1) hereof the Agency may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the Agency, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms. If no such successor can be found within such period, the Series 2016 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. In such event, the Agency shall execute and the Registrar shall authenticate Series 2016 Bond certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2016 Bonds.

(iv) Notwithstanding any other provision of this Indenture to the contrary, so long as any Series 2016 Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption price of, and interest on, such Series 2016 Bond and all notices with respect to such Series 2016 Bond shall be made and given, respectively, to DTC.

In connection with any notice or other communication to be provided to Holders of Series 2016 Bonds registered in the name of Cede pursuant to this Indenture by the Agency or the Registrar with respect to any consent or other action to be taken by such Holders, the Agency shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

ARTICLE III

REDEMPTION OF SERIES 2016 BONDS

Section 3.1 Optional Redemption of Series 2016 Bonds. The Series 2016 Bonds are subject to redemption prior to maturity on any date, in whole, at the option of the Issuer, upon thirty days written notice to the Purchaser, at a redemption price equal to 100% of the principal amount of the Series 2016 Bonds plus accrued interest, if any, thereon to the date of redemption.

Written notice of any redemption shall be given by the Trustee by mailing a notice of redemption by registered or certified mail, at least thirty (30) but not more than sixty (60) days before the date fixed for redemption, to the Registered Owners of Series 2016 Bonds so called, at their respective addresses as the same may appear on the registry books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond with respect to which no such failure has occurred. Each notice of redemption shall specify (i) the redemption date, (ii) the place of redemption, (iii) the principal amount of Series 2016 Bonds to be redeemed, and (iv) that interest on the Series 2016 Bonds to be redeemed shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of such Bonds or portions thereof to be redeemed the redemption price thereof together with interest accrued thereon to the redemption date. If any Series 2016 Bond shall have been duly called for redemption and payment of the redemption price, including premium, if any, and unpaid interest accrued to the date fixed for redemption, shall have been made or provided for, all as more fully set forth herein, interest on such Bond shall cease to accrue from the date fixed for redemption, and from and after such date such Bond duly called for redemption shall no longer be entitled to any benefit or security under this Indenture, except as to the right of the Registered Owner thereof to receive payment of such redemption price. In addition, the Trustee shall send a second notice of redemption not more than ninety (90) days subsequent to the redemption date to Bondowners of Bonds redeemed but who failed to deliver such Bonds for redemption prior to the 60th day following such redemption date. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of the call for redemption.

If at the time of mailing of any notice of optional redemption there shall not be on deposit with the Trustee moneys sufficient to redeem all the Series 2016 Bonds called for redemption, such notice shall state that such redemption is subject to the deposit of the redemption moneys with the Trustee not later than the opening of business on the redemption date and that such notice shall be of no effect unless such moneys are so deposited.

Section 3.2 Mandatory Sinking Fund Redemption. The Series 2016 Bonds are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date of redemption, but without premium, on the dates and in the principal amounts as follows:

Mandatory Sinking
Fund Redemption
Date
()

Mandatory Sinking Fund
Redemption Amount

* Final maturity

To the extent that a mandatory sinking fund redemption results in the reduction in aggregate principal amount of the Series 2016 Bonds Outstanding, a Registered Owner shall not be required to submit its Series 2016 Bond certificate to the Trustee for payment and shall instead make an appropriate notation on such Series 2016 Bond certificate indicating the date and amounts of such redemption in principal, except in the case of final maturity, in which case the certificate must be presented to the Trustee prior to payment. The Trustee's records shall govern in the case of discrepancy with the noted schedule on the Series 2016 Bonds, absent manifest error.

ARTICLE IV

ESTABLISHMENT OF FUNDS AND ACCOUNTS, DISPOSITION OF PROCEEDS; DIVISION OF TAX INCREMENT REVENUES, APPLICATION OF FUNDS

Section 4.1 Establishment of Funds and Accounts, Disposition of Proceeds.

(a) The following funds and accounts are hereby established:

(i) a Bond Fund;

(ii) a Development Fund;

(iii) a Redemption Fund;

(iv) a Costs of Issuance Account in the Development Fund;

(v) a Debt Service Reserve Fund and a Series 2016 Debt Service Reserve Account therein;

(vi) a Tax Increment Stabilization Fund; and

(vii) a Rebate Fund.

(b) The proceeds from the sale of the Series 2016 Bonds in the amount of \$_____ shall be set aside and used as follows:

(i) \$_____ shall be deposited into the Costs of Issuance Fund;

(ii) \$_____ shall be deposited into the Debt Service Reserve Fund;

(iii) \$_____ shall be deposited into the Tax Increment Stabilization Fund; and

(iv) The remaining bond proceeds (\$_____) shall be deposited in the Development Fund to be used to finance the Project.

[Add refunding of Refunded Bonds, as needed]

Section 4.2 Tax Increment Revenues. As provided in the Redevelopment Plan and pursuant to the Redevelopment Act, Tax Increment Revenues which are allocated and paid to the Agency under the Redevelopment Act (commencing with Tax Increment Revenues, for the 20__ tax year), shall, to the extent necessary to pay principal and interest on the Series 2016 Bonds, to pay all of the Agency's other obligations hereunder for the then current Bond Year, be allocated to and when collected shall be paid into the Bond Fund. The provisions of this Indenture with respect to Tax Increment Revenues,

are derived from the provisions of the Redevelopment Act as applied to the Series 2016 Bonds and shall be interpreted in accordance with the Redevelopment Act, and the further provisions and definitions contained in the Redevelopment Act are hereby incorporated herein by reference and shall apply. Payments of Tax Increment Revenues, to the Agency shall be subject to and shall except uncollected or delinquent taxes in the same manner as payments of taxes to the taxing agencies are subject to collection. Adjustments of "base year" assessed valuations may be made in accordance with the provisions of Section 17C-1-408 of the Redevelopment Act.

The Agency covenants and certifies as follows with respect to the Tax Increment Revenues:

(a) The Redevelopment Plan for the City Center Redevelopment Project Area was adopted on _____.

(b) Not less than thirty (30) days prior to each Interest Payment Date, the Agency shall determine the amount of Tax Increment Revenues (and any other legally available funds the Agency has transferred to the Trustee to pay the Series 2016 Bonds) deposited in the Bond Fund and available for the payment of the principal and interest on the Series 2016 Bonds on such Interest Payment Date.

(c) The Agency began receiving tax increment from the Redevelopment Project Area beginning the _____ Tax Year.

Section 4.3 Bond Fund. All Tax Increment Revenue (except earnings on amounts on deposit in the Debt Service Reserve Fund, which, unless amounts therein exceed the Debt Service Reserve Requirement, shall be maintained in the Debt Service Reserve Fund, as provided herein) shall, to the extent necessary to pay principal and interest on the Series 2016 Bonds, and to pay all of the Agency's other obligations hereunder for the then current Bond Year, be deposited in the Bond Fund when received by the Agency and shall be utilized solely as provided herein. On or before the 5th day prior to each Interest Payment Date, the Trustee shall withdraw sufficient moneys from the Bond Fund to pay all payments of principal, interest and premium, if any, then becoming due on the Series 2016 Bonds and shall transfer such moneys to the Paying Agent. In each Bond Year after setting aside amounts sufficient to pay principal and interest on the Series 2016 Bonds for such Bond Year, the Trustee (as directed by the Agency in respect to (b) and (c) below) shall transfer all moneys held in the Bond Fund in excess of such amount, as follows in the following order of priority:

(a) To the Trustee, to the extent required to defray all Trustee and Paying Agent fees and expenses then due;

(b) To the Debt Service Reserve Fund, any amount required to be deposited therein in order to make the amounts on deposit in such fund equal to the Debt Service Reserve Requirement; and

(c) To the Agency, any remaining amounts to be utilized for the payment of any lawful obligation for which such moneys may be used under the Redevelopment Act, including but not limited to, the purchase or redemption of outstanding Series 2016 Bonds.

Section 4.4 Development Fund. The Trustee shall disburse the moneys held in the Development Fund from time to time solely for the purpose of acquiring the Project and other costs related thereto. The Trustee shall disburse such moneys upon the order of the Agency, but only upon receipt from time to time of a requisition signed by an Authorized Representative of the Agency and in the form attached hereto as Exhibit C.

If any sum remains in the Development Fund after the full accomplishment of the objects and purposes for which the Series 2016 Bonds were issued, as certified by the Agency to the Trustee, such sum shall be transferred to the Bond Fund, to be used to pay interest next falling due on the Series 2016 Bonds.

Section 4.5 Cost of Issuance Account. The moneys set aside and placed in the Cost of Issuance Account shall remain therein until expended solely for the purpose of paying costs of issuance incurred in connection with the issuance and sale of the Series 2016 Bonds or additional bonds issued hereunder. The Trustee shall disburse such moneys upon the order of the Agency as provided in a closing memorandum or other disbursement order signed by the Chair of the Agency. Any moneys remaining in the Cost of Issuance Account after ninety (90) days shall be transferred to the Bond Fund.

Section 4.6 Tax Increment Stabilization Fund. [The Tax Increment Stabilization Fund shall be initially funded from proceeds of the Series 2016 Bonds. Amounts on deposit in the Tax Increment Stabilization Fund shall be applied solely for the purpose of paying the principal of, premium, if any, and interest on the Series 2016 Bonds in the event that moneys in the Bond Fund are insufficient for such purpose. Amounts on deposit in the Tax Increment Stabilization Fund shall be applied to pay principal of, premium, if any, and interest on the Series 2016 Bonds prior to the application of moneys from the Series 2016 Debt Service Reserve Account for such purpose. Any moneys remaining in the Tax Increment Stabilization Fund during the final year of maturity for the Series 2016 Bonds shall be applied to pay the final payment of principal and interest on the Series 2016 Bonds. The Agency does not have any obligation to replenish the Tax Increment Stabilization Fund in the event that amounts are withdrawn therefrom for the purposes set forth in this Section.]

Section 4.7 Debt Service Reserve Fund. [The Series 2016 Debt Service Reserve Account shall initially be funded to the Debt Service Reserve Requirement. Upon the issuance of any Additional Bonds, an account shall be created within the Debt Service Reserve Fund for each series of Bonds and each series of Bonds shall be secured only by the related account thereof. Except as required for deposit to the Rebate Fund, any moneys deposited in the Debt Service Reserve Fund shall be applied solely for the purpose of paying the principal of, premium, if any, and interest on the Bonds, as the same becomes due and payable; provided, however, such moneys may only be so utilized in the event that the moneys held in the Bond Fund and in the Tax Increment

Stabilization Fund are insufficient for such purpose. In the event that moneys held in the Debt Service Reserve Fund are utilized as hereinabove provided or the amounts on deposit therein is otherwise less than the Debt Service Reserve Requirement with respect to each series of Bonds, the respective account in the Debt Service Reserve Fund shall be replenished in accordance with the provisions of Section 4.3(b) hereof. If moneys held in the Debt Service Reserve Fund at the end of each Bond Year equal an amount greater than the Debt Service Reserve Requirement, such excess shall be transferred and deposited in the Bond Fund on such date to be used to pay interest on the applicable Series of Bonds.]

Section 4.8 Rebate Fund and Arbitrage Rebate.

(a) In the event a series of Bonds is subject to the arbitrage rebate requirements, the Trustee shall establish and thereafter maintain, so long as the Bonds are Outstanding, a Rebate Fund, which shall be held separate and apart from all other funds and accounts established under this Indenture and from all other moneys of the Trustee.

(b) All amounts in the Rebate Fund, including income earned from investment of the fund, shall be held by the Trustee free and clear of the lien of this Indenture. In the event the amount on deposit in the Rebate Fund exceeds the aggregate amount of Rebatable Arbitrage for all series of Bonds, as verified in writing by an independent public accountant or other qualified professional at the time the Rebatable Arbitrage is determined, less amounts of Rebatable Arbitrage theretofore paid to the United States for all series of Bonds, the Trustee shall, upon the agency's request, withdraw from the Rebate Fund and pay to the Agency an amount not to exceed such excess.

(c) The Agency shall determine the amount of Rebatable Arbitrage and the corresponding Required Rebate Deposit with respect to each series of Bonds on each applicable Rebate Calculation Date. The Agency shall retain records of all such determinations until six (6) years after the retirement of the last Bond of a series to which such records pertain. The Agency shall, from and to the extent of legally available moneys, deposit into the Rebate Fund the Required Rebate Deposit, if any, with respect to each series of Bonds (or, notwithstanding any other provision of this Indenture to the contrary, instruct the Trustee to transfer to the Rebate Fund moneys representing such Required Rebate Deposit in the Funds and Accounts held under the Indenture other than the Rebate Fund) within thirty (30) days of each such Rebate Calculation Date. The Agency shall instruct the Trustee to withdraw from the Rebate Fund and pay over to the United States Government with respect to each series of Bonds: (i) not less frequently than once each five years commencing no later than sixty (60) days after the first Rebate Calculation Date for such series of Bonds, and upon each fifth anniversary of such date, an amount which when added to all previous rebate payments made with respect to such series of Bonds equals ninety percent (90%) of the sum of the Rebatable Arbitrage pertaining to such series of Bonds plus the amount, if any, of Rebatable Arbitrage theretofore paid to the United States with respect to such

series of Bonds, and (ii) not later than sixty (60) days after the retirement of the last Bond of such series, one hundred percent (100%) of the Rebatale Arbitrage with respect to such series. The determination of Rebatale Arbitrage made with respect to each such payment date and with respect to any withdrawal and payment to the Agency from the Rebate Fund pursuant to this Indenture must be verified in writing by an independent Public Accountant or other qualified professional.

(d) The Trustee shall, at least sixty (60) days prior to each Rebate Calculation Date, notify the Agency of the requirements of this Section. By agreeing to give this notice, the Trustee assumes no responsibility whatsoever for compliance by the Agency with the requirements of Section 148 of the Code or any successor. The Agency expressly agrees that (notwithstanding any other provision of this Indenture) any failure of the Trustee to give any such notice, for any reason whatsoever, shall not cause the Trustee to be responsible for any failure of the Agency to comply with the requirements of said Section 148 or any successor thereof.

(e) The Trustee, on behalf of the Agency, shall keep and retain, until the date six (6) years after the retirement of the last of the Bonds of each series, records with respect to each series of the Bonds and the investment and expenditure of proceeds thereof to comply with the aforementioned arbitrage rebate requirements, including without limitation a complete list of all investments and reinvestments of proceeds of each series of the Bonds. For purposes of the computation required above, the Trustee shall upon request, furnish to the Agency all information in the Trustee's control which is necessary for such computations.

(f) The Agency hereby covenants and agrees that it will not enter into any transaction or cause any transaction to be entered into with respect to the investment of proceeds of the Bonds, or otherwise, which reduces the amount which may be required to be paid to the United States pursuant to the arbitrage rebate requirements specified hereinabove, because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the yield on each series of the Bonds not been relevant to either party.

(g) The provisions of this Section may be amended or deleted, with respect to any or all series of the Bonds, from this Indenture upon receipt by the Agency and the Trustee of an opinion of nationally recognized Bond counsel that such amendment or deletion will not adversely affect the exclusion from gross income of interest on any Bonds, the interest on which is federally tax-exempt.

Section 4.9 Deposit and Investment of Moneys in Funds. Moneys held by the Trustee, in the Bond Fund, the Development Fund, the Tax Increment Stabilization Fund, the Debt Service Reserve Fund, the Costs of Issuance Fund, and the Redemption Fund may be invested in Permitted Investments, subject to the following restrictions:

(a) Moneys in the Development Fund, the Tax Increment Stabilization Fund, the Debt Service Reserve Fund, the Costs of Issuance Fund, and the Redemption Fund shall be invested only in obligations which will by their terms mature not later than the dates the Agency estimates the moneys represented by the particular investment will be needed for withdrawal from such Funds. Investment earnings attributable to moneys held in the Development Fund, the Tax Increment Stabilization Fund, the Debt Service Reserve Fund, the Costs of Issuance Fund, and the Redemption Fund shall be held in the respective fund.

(b) Moneys in the Bond Fund, the Tax Increment Stabilization Fund and the Debt Service Reserve Fund shall be invested only in obligations which will by their terms mature on such dates as to insure that before each Interest Payment Date there will be in the Bond Fund, from matured obligations and other moneys already in such Fund, cash equal to the interest and principal payable on such date with respect to the Series 2016 Bonds. Obligations purchased as an investment of moneys with said Fund shall be deemed at all times to be a part of such Fund and any loss resulting from any such authorized investment shall be charged to such Fund without liability to the Agency or the members and officers thereof or to the Trustee. The interest accruing on such investments and any gain realized from such investments shall be held and deposited in the Bond Fund, except that such interest and gain realized from the investment of amounts on deposit in the Debt Service Reserve Fund shall be retained in the Debt Service Reserve Fund to the extent that the amount on deposit therein is less than the Debt Service Reserve Requirement.

(c) The Agency or the Trustee, as the case may be, shall sell at the best price obtainable or present for redemption any obligation so purchased whenever it shall be necessary to do so in order to provide moneys to meet any payment or transfer from such fund as required by this Indenture. For the purpose of determining at any given time the balance in any such fund any such investment constituting a part of such fund shall be valued at the then estimated or appraised market value of such investment.

ARTICLE V

TAX INCREMENT REVENUES; AGENCY COVENANTS

Section 5.1 Tax Increment Revenues. The Tax Increment Revenues are hereby allocated and pledged in their entirety to the payment of the principal of, interest on, and premium payable upon redemption of the Series 2016 Bonds and until all of said Bonds and all interest thereon, have been paid (or until moneys for that purpose have been irrevocably set aside). The Tax Increment Revenues (except as otherwise specifically provided in this Indenture) shall be applied solely to the payment of the Annual Debt Service Requirement of said Series 2016 Bonds. Such allocation and pledge is for the exclusive benefit of the Registered Owners of the Series 2016 Bonds and shall be irrevocable.

Section 5.2 Covenants of the Agency. The Agency shall preserve and protect the security of the Series 2016 Bonds and the rights of the Bondowners and defend their rights against all claims and demands of all persons. Until such time as an amount has been set aside sufficient to pay at maturity, or redemption prior to maturity, all outstanding Series 2016 Bonds, plus unpaid interest thereon to maturity, or to the redemption date, and any redemption premium, the Agency will (through its proper members, officers, agents or employees) faithfully perform and abide by all of the covenants, undertakings, and provisions contained in this Indenture or in any Series 2016 Bond issued hereunder, including the following covenants and agreements for the benefit of the Bondowners:

(a) [The Agency covenants and agrees that the Redevelopment Plan may be amended as provided in the Redevelopment Act but no amendment shall be made which would impair the security of the Series 2016 Bonds or the rights of the Bondowners, without the prior written consent of the Purchaser].

(b) The Agency covenants and agrees that the proceeds of the sale of Series 2016 Bonds shall be deposited and used solely as provided in this Indenture.

(c) Except as otherwise provided in this Indenture, the Agency covenants and agrees that without the prior written consent of the Registered Owners of 100% of the Series 2016 Bonds it will not issue any other obligations payable as to principal or interest, from the Tax Increment Revenues which have, or purport to have, any lien upon the Tax Increment Revenues superior to or on a parity with the lien of the Series 2016 Bonds herein authorized; provided, however, that nothing in this Indenture shall prevent the Agency from issuing and selling pursuant to law (i) refunding bonds or other refunding obligations payable from and having a first lien upon the Tax Increment Revenues if such refunding bonds or other refunding obligations are issued for the purpose of, and are sufficient for the purpose of, refunding and defeasing all of the Series 2016 Bonds then outstanding authorized by this Indenture and for which such Tax Increment Revenues have been pledged, or (ii) bonds payable from and having a lien on the

Tax Increment Revenues expressly subordinate to the lien created with respect to any Series 2016 Bonds issued hereunder.

(d) The Agency covenants and agrees that it will duly and punctually pay or cause to be paid the principal of and interest on each of the Series 2016 Bonds issued hereunder together with the premium thereon on the date, at the place and in the manner provided in said Bonds, but solely from the Tax Increment Revenues and other funds as herein provided.

(e) The Agency covenants and agrees that it will from time to time pay and discharge, or cause to be paid and discharged, all payments, if any, in lieu of taxes, service charges, assessments or other governmental charges which may lawfully be imposed upon the Agency or any of the properties then owned by it in the Redevelopment Project Area, or upon the revenues and income therefrom and will pay all lawful claims for labor, material, and supplies which if unpaid might become a lien or charge upon any of said properties, revenues, or income or which might impair the security of the Series 2016 Bonds or the use of Tax Increment Revenues or other funds to pay the principal of and interest thereon, all to the end that the priority and security of said Bonds shall be preserved; provided that nothing in this paragraph shall require the Agency to make any such payment so long as the Agency in good faith shall contest the validity thereof.

(f) The Agency covenants and agrees that it will at all times keep, or cause to be kept, proper and current books and accounts (separate from all other records and accounts) in which complete and accurate entries shall be made of all transactions relating to the Project, the Redevelopment Project Area, and the Tax Increment Revenues and other funds herein provided for, and will prepare within 180 days after the close of each of its fiscal years a complete financial statement or statements for such year in reasonable detail covering such Project, Redevelopment Project Area, Tax Increment Revenues and other funds and certified by a certified public accountant or firm of certified public accountants selected by the Agency, and will furnish a copy of such statement or statements to the Purchaser each year. In addition, the Agency shall furnish the Purchaser with Certificates of the Agency with respect to the taxable value of the Redevelopment Project Area from which Tax Increment Revenues are generated, the adjusted "base year" taxable value of the Redevelopment Project Area from which Tax Increment Revenues are generated, the composite tax levy within the Redevelopment Project Area from which Tax Increment Revenues are generated and the resulting Tax Increment Revenues for each tax year, received by the Agency during such year, within 60 days after the close of such tax year. The Trustee shall have no duty to review financial statements of the Issuer.

(g) Within the meaning of the Utah Municipal Officers and Employees Ethics Act (Title 10, Chapter 3, Part 13, Utah Code Annotated 1953, as amended), no "elected officer" or "appointed officer" of the Agency, or any member of the governing body of the Agency, has a "substantial interest" in or is an officer, director, agent, employee, investor in, or owner, or has any direct or indirect

pecuniary interest in, or will receive or has agreed to receive any compensation with respect to, any contract, lease, purchase, sale, or employment made or to be made in connection with, the proposed transaction contemplated by this Indenture.

(h) In the event the Series 2016 Bonds have not been paid in full on the Maturity Date, the Agency intends to issue refunding bonds on or prior to said Maturity Date, to refund and retire any outstanding Series 2016 Bonds.

(i) The Agency covenants and agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

(j) [The Agency covenants and agrees to provide annually to the Purchaser a copy of the Agency's audited annual financial statements no later than 180 days after the end of the Agency's fiscal year (currently June 30).]

(k) The Agency covenants and agrees to provide to the Purchaser a copy of its annual budget when available and upon request of the Purchaser.

ARTICLE VI

TRUSTEE AND PAYING AGENT

Section 6.1 Appointment of Trustee and Paying Agent. The Agency hereby appoints ZB, National Association, Salt Lake City, Utah, as Trustee to act as the agent and depository of the Agency for the purpose of receiving the proceeds of the Series 2016 Bonds, the Tax Increment Revenues and other funds as provided in this Indenture, to hold, allocate, use, and apply such Tax Increment Revenues and other funds as provided in this Indenture, and to perform such other duties and powers of the Trustee as are prescribed in this Indenture and to act as Paying Agent hereunder and ZB, National Association, Salt Lake City, Utah, hereby accepts the same and the trusts and duties created hereby and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but no implied covenants or obligations shall be read into this Indenture against the Trustee. The Agency may appoint additional Paying Agents as shall be reasonably necessary to carry out the provisions of this Indenture with the prior written consent of the Purchaser.

Section 6.2 Removal and Resignation of Trustee. Owners of not less than sixty percent (60%) in aggregate principal amount of the Series 2016 Bonds then outstanding, may remove the Trustee initially appointed or any successor thereto and in such case shall forthwith appoint a successor thereto but any successor shall be a bank or trust company doing business and having an office in the State, having a combined capital, surplus and undivided profits of at least \$25,000,000. The Trustee herein appointed or any substituted Trustee may at any time resign as such in writing filed with the Agency in which event the Agency, with the consent of the Registered Owners of not less than sixty percent (60%) in aggregate principal amount of the Series 2016 Bonds then Outstanding, shall forthwith appoint a substitute Trustee meeting the requirements set forth in the preceding sentence and the resignation shall become effective only upon such appointment. In the event that the Trustee or any successor becomes incapable of acting as such the Agency shall forthwith appoint a substitute Trustee, with the consent of the Registered Owners of not less than sixty percent (60%) in aggregate principal amount of the Series 2016 Bonds then Outstanding. Any bank or trust company into which the Trustee may be merged or with which it may be consolidated shall become the Trustee without action of the Agency.

Section 6.3 Responsibility of Trustee.

(a) The Trustee shall not be accountable for the use of the proceeds of any Series 2016 Bonds authenticated or delivered hereunder. A Trustee may become the owner of any of the Series 2016 Bonds authorized by this Indenture with the same rights it would have had if it were not the Trustee.

(b) The Trustee shall have no duty or obligation whatsoever to enforce the collection of or to exercise diligence in the enforcement of the collection of funds assigned to it hereunder, unless notified in writing by the Registered Owners of not less than twenty-five percent (25%) in aggregate principal amount

of the Series 2016 Bonds then outstanding (exclusive of Bonds, if any, owned by the Agency) and being indemnified as provided herein.

(c) The recitals of fact and all promises, covenants, and agreements herein and in the Series 2016 Bonds shall be taken as statements, promises, covenants, and agreements of the Agency, and the Trustee assumes no responsibility for the correctness of the same, and makes no representations as to the validity or sufficiency of this Indenture or of the Series 2016 Bonds, and shall incur no responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Series 2016 Bonds assigned to or imposed upon the Trustee. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

(d) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, or employees but shall be answerable for the conduct of the same in accordance with the standard specified herein, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers, and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be counsel for the Agency). The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(e) The Trustee shall not be responsible for any recital herein, or in the Series 2016 Bonds (except in respect to the certificate of authentication of the Trustee endorsed on the Series 2016 Bonds), or for the validity of the execution by the Agency of this Indenture, any supplemental indenture or of any supplements thereto or instruments of further assurance, and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions, or agreements on the part of the Agency. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions of this Indenture.

(f) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram, or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture or any supplemental indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Registered Owner of any Bond shall be conclusive and binding upon all future Registered Owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(g) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Agency by its Chief Executive Officer as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section 6.3, or of which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Chief Executive Officer of the Agency under its seal to the effect that a resolution in the form therein set forth has been adopted by the Agency as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any event of default hereunder (other than payment of the principal of and interest on the Series 2016 Bonds) unless the Trustee shall be specifically notified in writing of such default by the Agency or by the Registered Owners of at least twenty-five percent (25%) in aggregate principal amount of all of a series of the Series 2016 Bonds then Outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the trusts and powers or otherwise in respect of the premises conferred upon the Trustee by this Indenture and any supplemental indenture.

Section 6.4 Permitted Acts and Functions.

(a) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants, and representatives, shall have the right fully to inspect any and all of the books, papers, and records of the Agency pertaining to the Project and the Series 2016 Bonds, and to take such memoranda from and in regard thereto as may be desired.

(b) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals, or other information, or action or evidence thereof, in addition to that by the terms hereof required as a condition of

such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(c) Before taking any action under this Indenture, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from negligence or willful misconduct in connection with any action so taken.

(d) All moneys received by the Trustee or the Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor the Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(e) If any event of default under this Indenture exists and is continuing, then the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care as a “prudent man” would exercise or use in the circumstances in the conduct of his own affairs.

(f) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights and powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(g) The resolutions, ordinances, opinions, certificates, and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection, and authority to the Trustee for the withdrawal of cash hereunder and for the taking or omitting to take of any other action required under this Indenture.

Section 6.5 Compensation. The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services as provided under this Indenture. The Trustee shall also be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and Registrar for the Series 2016 Bonds.

ARTICLE VII

AMENDMENTS AND SUPPLEMENTAL INDENTURES

Section 7.1 Amendments with Consent of Bondowners. This Indenture, and the rights and obligations of the Agency and of the Registered Owners of the Series 2016 Bonds issued hereunder, may be modified or amended at any time by supplemental indentures entered into by the Agency and the Trustee with the consent of Bondowners holding at least 60% in aggregate principal amount of the Outstanding Bonds affected by such amendment or supplement, exclusive of Bonds, if any, held by the Agency or the City, and obtained as hereinafter set forth; provided, however, that no such modification or amendment shall, without the express consent of the Registered Owner of the Bond affected, reduce the principal amount of any Bond, reduce the interest rate payable thereon, modify the pledge of Tax Increment Revenues contained herein or in any then existing supplemental indenture, make any Bond redeemable prior to its maturity except as otherwise provided in this Indenture, reduce the premium payable upon redemption, extend its maturity or the times for paying interest thereon or change the monetary medium in which principal and interest is payable, nor shall any such modification or amendment reduce the percentage of consent required for amendment or modification. Any act done pursuant to a modification or amendment so consented to shall be binding upon the Registered Owners of all of the Series 2016 Bonds of a designated series, and shall not be deemed an infringement of any of the provisions of this Indenture or of the Redevelopment Act, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Indenture, and after such consent relating to such specified matters has been given, no Bondowner, shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the Agency or any officer thereof from taking any action pursuant thereto. If the Agency shall desire to obtain any such consent, it shall cause notice to be mailed to the Registered Owners of the Series 2016 Bonds at their last addresses as shown on the registration books maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that a copy thereof is on file at the office of the Trustee for inspection by all Bondowners. Whenever at any time the Agency shall receive an instrument or instruments purporting to be executed by the Registered Owners of not less than 60% in aggregate principal amount of the Series 2016 Bonds affected by such action then Outstanding (exclusive of Bonds, if any, owned by the Agency or the City), which instrument or instruments shall refer to the proposed supplemental indentures described in such notice, and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice as on file with the Trustee, thereupon, but not otherwise, the Agency and the Trustee may enter into such supplemental indentures in substantially such form without liability or responsibility to any Registered Owner of any Bonds, whether or not such Registered Owner shall have consented thereto. Upon the execution by the Agency and the Trustee of any supplemental indenture pursuant to the provisions of this Section 7.1, this Indenture shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under

this Indenture shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

ARTICLE VIII

PROCEEDINGS CONSTITUTE CONTRACT

The provisions of this Indenture and of any supplemental indenture supplementing or amending this Indenture shall constitute a contract between the Agency and the Bondowners and the provisions thereof shall be enforceable by the Trustee (or if, after notice as provided herein has been given to the Trustee and the Trustee refuses to undertake enforcement, by the Bondowner) for the equal benefit and protection of all Bondowners similarly situated by mandamus or any other suit, action or proceeding at law or in equity that is now or may hereafter be authorized under the laws of the State in any court of competent jurisdiction.

ARTICLE IX

DEFEASANCE

If the Agency shall pay or cause to be paid, or shall have made provisions to pay, or there shall have been set aside in trust, funds to pay, to the Registered Owners of the Series 2016 Bonds, the principal, interest, and premium, if any, to become due thereon, then the pledge of the Trust Estate (including the Tax Increment Revenues) with respect to such Bonds and all other rights granted hereby, shall thereupon cease, terminate and become void and be discharged and satisfied. Series 2016 Bonds for the payment and discharge of which upon maturity or time of prior redemption, provision has been made through the setting apart in a reserve fund or a special trust account created pursuant to this Indenture or otherwise to insure the payment thereof, of money sufficient for the purpose or through the irrevocable segregation for that purpose in some sinking fund or other fund or trust account of moneys sufficient therefor, including, but not limited to, investment income earned or to be earned on direct obligations of the United States of America or bonds or other obligations for which the full faith and credit of the United States of America are pledged for the payment of principal and interest, shall, as provided herein, no longer be deemed to be Outstanding and unpaid; provided, however, that, if the maturity date or the date for prior redemption of any such Bonds shall not have arrived, provision shall have been made by the Agency by deposit for the payment to the Registered Owner of any such Bonds, upon surrender thereof on or after the applicable date, of the full amount to which they would be entitled by way of principal or interest to the date of such maturity or prior redemption, including in the computation of said full amount any income to be earned by way of investment of said deposit, as provided below, and provision shall have been made by the Agency, for mailing of a notice to the Registered Owners of such Bonds that such moneys are or will be available for such payment; and provided further the Agency shall deliver a report or an opinion of a Certified Public Accountant or an Independent Financial Consultant, which report or opinion states or demonstrates that the amounts referenced above are sufficient to pay principal of, premium, if any, and interest on the Series 2016 Bonds to their date of redemption or their maturity, as applicable. Moneys held for payment in accordance with the provisions of this Article IX shall be invested in direct obligations of the United States of America, or bonds or other obligations for which the full faith and credit of the United States of America are pledged for the payment of principal and interest, to mature or be withdrawable, as the case may be, not later than the time when needed for such payment. In the event that the amounts referred to above are not sufficient to pay principal of, premium, if any, and interest on the Series 2016 Bonds when scheduled for payment, the Agency agrees to provide additional amounts to make up for any such insufficiency. In the event an escrow account is established by the Agency, the Purchaser will have the right to approve of any entity holding the escrow account on behalf of the Agency.

ARTICLE X

DEFAULT PROVISIONS AND REMEDIES

Section 10.1 Events of Default. Each of the following events is hereby declared to constitute an “Event of Default” hereunder:

(i) Failure to make due and punctual payment of the interest and/or principal of, or premium, if any, on, any Bond, whether at the stated maturity thereof or upon proceedings for redemption thereof; or

(ii) Failure to perform or observe any other of the covenants, agreements or conditions on the part of Agency in this Indenture, which failure shall continue for a period of thirty (30) days after written notice from the Trustee specifying such failure and requesting that it be remedied is given to the Agency, unless (A) the Trustee, with the prior written consent of the Purchaser shall agree in writing to an extension of such period prior to its expiration, (B) during such thirty (30) day period or any extension thereof, the Agency has commenced and is diligently pursuing appropriate corrective action or (C) the Agency is by reason of force majeure at the time prevented from performing or observing the agreement or covenant with respect to which it is delinquent or in breach. The term force majeure as used herein means any condition or event beyond the reasonable control of the Agency.

Section 10.2 Remedies. Upon the occurrence of any Event of Default, the Trustee shall have the following enforcement remedies:

(i) The Trustee shall have a right in addition to all other rights afforded it by the laws of the State, to apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require the officials of the Agency to remit Tax Increment Revenues to meet all requirements of this Indenture, including the right to require the Agency to account as if it were the trustee of an express trust for the Owners of the Series 2016 Bonds.

(ii) The Trustee may, in addition or as an alternative, pursue any available remedy by suit at law or in equity to enforce the provisions of this Indenture. Any judgment against the Agency shall be enforceable only against the Trust Estate and there shall not be authorized any judgment of any nature against any other funds or properties of the Agency. The Trustee agrees to enforce by mandamus, suit, or other proceeding at law or equity, the covenants and agreements of the Agency.

Upon any sale made either under the power of sale given in this Article X or under a judgment, order or decree made in any judicial proceedings for the foreclosure or enforcement of the Indenture, the principal of all Bonds then outstanding, if not

previously due, shall at once become and be immediately due and payable without declaration or notice by the Trustee or the Bondholders.

No remedy provided herein is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to any Bondowner hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein and such right and power may be exercised as often as may be deemed expedient. Every substantive right and every remedy conferred upon the Trustee or the Bondowners may be enforced and exercised as often as may be deemed expedient.

No waiver of any default or breach of duty or contract by the Trustee or any Bondowner shall affect any subsequent default or breach of duty or contract or shall impair any rights or remedies on said subsequent default or breach.

In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and should said suit, action or proceeding be abandoned, or be determined adversely to the Trustee or the Bondowners, then, and in every such case, the Trustee and the Bondowners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 10.3 Right of Bondholders to Direct Proceedings. The Bondholders of a majority in aggregate principal amount of the Series 2016 Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 10.4 Appointment of Receivers. Upon the occurrence of an Event of Default under this Indenture and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled to the appointment of a receiver or receivers of the Trust Estate and of the rents, revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 10.5 Waiver. Upon the occurrence of an Event of Default under this Indenture, to the extent that such rights may then lawfully be waived, neither the Agency, nor anyone claiming through or under it, shall set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture, and the Agency, for

itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

Section 10.6 Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article X shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, and payment of Trustee fees, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

(a) Unless the principal of all the Series 2016 Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST – To the payment to the persons entitled thereto of all installments of interest then due on the Series 2016 Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND – To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Series 2016 Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of the Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they became due (with interest on overdue installments of interest, at the same rate as the rate of the respective Bond or Bonds which are past due) and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD – To be held for the payment of the persons entitled thereto as the same shall become due of the principal of and premium, if any, and interest on the Series 2016 Bonds which may thereafter become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with interest then due and owing thereon, payment shall be made ratably according to the amount of principal due on such date to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Series 2016 Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to

the payment of the principal and interest then due and unpaid upon the Series 2016 Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege, plus, to the extent permitted by law, interest on overdue installments of interest or principal at the same rate as the rate of the respective Bond or Bonds which are past due.

(c) If the principal of all the Series 2016 Bonds shall have been declared due and payable, and if such declarations shall thereafter have been rescinded and annulled under the provisions of this Article X then, subject to the provisions of Section 10.6(b) hereof in the event that the principal of all the Series 2016 Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 10.6(a) hereof.

Whenever moneys are to be applied pursuant to the provisions of this Section 10.6, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Setting aside such moneys in trust for the proper purpose shall constitute proper application by the Trustee, and the Trustee shall have no liability whatsoever to the Authority, to any Bondholder, or to any other person for any delay in applying any such moneys, so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with the circumstances known at the time of the application by the Trustee. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Bondholder of any Bond until such Bond shall be presented to Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever the principal of and premium, if any, and interest on all Bonds has been paid under the provisions of this Section 10.6 and all expenses and charges of the Trustee have been paid, any balance remaining in the Bond Fund shall be paid to the Agency.

Section 10.7 Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Agency, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder respectively, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 10.8 Waivers of Events of Default. The Trustee may, with the written consent of a majority of the Series 2016 Bonds then Outstanding, and shall, upon the written direction of the Bondholders of a majority in principal amount of the Series 2016 Bonds then Outstanding, waive any Event of Default under this Indenture and its consequences and rescind any declaration of maturity of the principal of the Series 2016 Bonds; provided, however, that there shall not be waived (1) any Event of Default under the Indenture in the payment of the principal of any Outstanding Bonds at the date of maturity specified therein, or (2) any Event of Default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interests (including interest on overdue installments of interest) or all arrears of payments of principal when due, as the case may be, both with interest at the same rate as the rate of the respective Bond or Bonds which are past due, and all expenses of the Trustee, in connection with such Event of Default shall have been paid or provided for, and in cases of any such waiver or rescission, or in case any proceeding taken by Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Agency, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.9 Cooperation of Agency. The Agency covenants and agrees that should there be an Event of Default the Agency shall fully cooperate with the Trustee and with the Bondholders to fully protect the rights and security of the Bondholders and shall diligently proceed in good faith.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Severability. If any covenant agreement, or provision, or any portion thereof, contained in this Indenture, or the application thereof to any person or circumstances, is held to be unconstitutional, invalid or unenforceable, the remainder of this Indenture and the application of such covenant, agreement or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected, and this Indenture and the Series 2016 Bonds issued pursuant hereto shall remain valid and the Bondowners shall retain all valid rights and benefits accorded to them under this Indenture and the Constitution and laws of the State. If the provisions relating to the appointment and duties of a Trustee or Paying Agent are held to be unconstitutional, invalid, or unenforceable, said duties shall be performed by an appropriate financial officer of the Agency.

Section 11.2 Applicable Laws. This Indenture shall be governed exclusively by the applicable law of the State.

Section 11.3 Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper on the Agency if the same shall be duly mailed by registered or certified mail addressed to Redevelopment Agency of West Valley City at 3600 Constitution Blvd., West Valley, Utah 84119, Attention: Secretary, or to such address as the Agency may from time to time file with the Trustee. It shall be sufficient service of any notice or other paper on the Trustee if the same shall be duly mailed by registered or certified mail to it at [One South Main Street, 12th Floor, Salt Lake City, Utah 84133], Attention: Corporate Trust Department or to such other address as the Trustee may from time to time file with the Agency.

Section 11.4 Successors and Assigns. All the covenants, promises and agreements in this Indenture contained by or on behalf of the Agency, or by or on behalf of the Trustee, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 11.5 Headings for Convenience Only. The descriptive headings in this Indenture are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 11.6 Counterparts. This Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which, when taken together, shall constitute but one and the same instrument, and shall become effective when copies hereof shall be delivered to each of the parties hereto, which copies, when taken together, bear the signatures of each of the parties hereto.

IN WITNESS WHEREOF, the Agency and the Trustee have caused this Indenture to be executed in their respective names and their respective seals to be hereto affixed and countersigned and attested by their duly authorized officials or officers, all as of the date first above written.

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY, UTAH

(SEAL)

By: _____
Chair

COUNTERSIGN AND ATTEST:

By: _____
Secretary

ZIONS BANK, A DIVISION OF ZB,
NATIONAL ASSOCIATION,
as Trustee

(SEAL)

By: _____
Title: _____

EXHIBIT A

BOND FORM

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the Agency or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

No. R- _____ \$ _____

UNITED STATES OF AMERICA
STATE OF UTAH
REDEVELOPMENT AGENCY OF WEST VALLEY CITY
TAX INCREMENT REVENUE BONDS, SERIES 2016[A][B] [FEDERALLY
TAXABLE][TAX-EXEMPT]

Interest Rate

Maturity Date

Dated Date

_____%

_____, 2016

Registered Owner: _____

Principal Amount: _____ *****

The Redevelopment Agency of West Valley City, Utah (hereinafter sometimes called the "Agency"), a public body corporate and politic, duly organized and existing under the laws of the State of Utah, for value received, hereby promises to pay (but solely from the funds hereinafter mentioned) to the registered owner indicated above, or registered assigns or legal representative, on the Maturity Date set forth above, upon presentation and surrender of this bond at final maturity at the principal corporate trust office of ZB, National Association, One South Main Street, 12th Floor, Salt Lake City, Utah (the "Trustee"), the principal amount set forth above, with interest thereon (payable solely from said funds), at the Interest Rate per annum set forth herein, interest payable semi-annually on _____ and _____ of each and every year, commencing on _____, 2016 until this Bond is paid, interest shall be payable by check or draft mailed (or by wire transfer to the Registered Owner of all Bonds) to the registered owner of record as of the fifteenth day next preceding the applicable interest payment date as provided in the hereinafter mentioned Indenture as of any duly established special record date; provided, however, that if at the maturity date or prior redemption date of this Bond, funds are available for payment thereof, as provided in the Indenture this Bond shall then cease to bear interest. Interest on this Bond shall be computed on the basis of a 360-day year of twelve 30-day months. Both principal and interest are payable in lawful money

of the United States of America which is legal tender for the payment of public and private debts. Interest on this Bond shall accrue from the interest payment date next preceding the date of authentication hereof unless this Bond is authenticated as of an interest payment date, in which event this Bond shall bear interest from such date, or unless this Bond is authenticated prior to the first interest payment date, in which event this Bond shall bear interest from its Dated Date or unless, as shown by the records of the Paying Agent, interest on the Bonds, as hereinafter identified, shall be in default, in which event this Bond shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on the Bonds, in which event this Bond shall bear interest from its Dated Date.

This Bond is one of a duly authorized issue of bonds of the Agency designated “Redevelopment Agency of West Valley City, Utah Tax Increment Revenue Bonds, Series 2016 [A][B] [Federally Taxable][Tax-Exempt] (the “Series 2016[A][B] Bonds”) limited in aggregate principal amount to \$_____ all of like tenor (except for bond numbers, maturity dates and differences, if any, in interest rate and denomination). In addition to the Series [A][B] Bonds, the Agency has also issued its Redevelopment Agency of West Valley City Tax Increment Revenue Bonds, Series 2016[A][B] [Federally Taxable][Tax-Exempt] (the “Series 2016[A][B] Bonds” and collectively with the Series [A][B] Bonds, the “Series 2016 Bonds”) in aggregate principal amount of \$_____, and all of which have been issued pursuant to and in full conformity with the Constitution and the laws of the State of Utah, particularly the Limited Purpose Local Government Entities-Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended (the “Redevelopment Act”) for the purpose of financing _____ as more fully described in the within mentioned Indenture, [refunding certain outstanding bonds of the Agency,] funding a debt service reserve fund, and paying costs of issuance of the Bonds.

This Bond and the interest thereon are not general obligations or debts of West Valley City (the “City”), the State of Utah, or any political subdivisions thereof and neither said City, said State nor any political subdivisions thereof is liable thereon, nor in any event shall this Bond or said interest give rise to a general obligation or liability of said City, said State or any political subdivisions thereof or a charge against their general credit or taxing powers, or be payable out of any funds or properties other than the funds of the Agency hereinafter mentioned. This Bond does not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. Neither the members of the Agency nor any persons executing this Bond are liable personally on this Bond by reason of its issuance. The Agency has no taxing power, but receives Tax Increment Revenues (as defined in the Indenture) from the taxing entities as provided under the Redevelopment Act.

All of the Bonds are equally secured in accordance with the terms of the Indenture of Trust dated as of _____, 2016 (the “Indenture”) entered into between the Agency and the Trustee, reference to which is hereby made for a specific description of the security therein provided for the Bonds, for the nature, extent and manner of enforcement of such security, for the covenants and agreements made for the benefit of the Bondowners and for a statement of the rights of the bondowners; and by the

acceptance of this Bond the owner hereof assents to all of the terms, conditions and provisions of the Indenture. In the manner and subject to the requirements provided in the Indenture, said Indenture and the rights and obligations of the Agency and of the Registered Owners of the Bonds may (with certain exceptions as stated in the Indenture) be modified or amended with the consent of the owners of 60% in aggregate principal amount of outstanding Bonds affected by such amendment, exclusive of the Bonds owned by the Agency or the City. Capitalized terms used in this Bond which are not defined herein but which are defined in the Indenture shall have the respective meanings set forth in the Indenture when used herein.

The principal of this Bond and the interest thereon are secured by an irrevocable pledge of, and are payable solely from, the Tax Increment Revenues (as such term is defined in the Indenture) all as more particularly set forth in the Indenture.

This Bond shall be registered on the books of the Agency to be kept for that purpose at the office of the Paying Agent in Salt Lake City, Utah, such registration shall be noted hereon, and this Bond shall be transferable only upon said books at said office by the registered owner hereof or by his duly authorized attorney. Such transfers shall be without charge to the owner hereof, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the owner requesting such transfer as a condition precedent to the exercise of such privilege. Upon any such transfer, the Agency shall execute and the Paying Agent shall authenticate and deliver in exchange for this Bond a new registered bond or bonds without coupons, of the same maturity, series, and interest rate, registered in the name of the transferee, of Authorized Denominations. The Agency and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether or not this Bond is overdue, for the purpose of receiving payment and for all other purposes, and the Agency and the Paying Agent shall not be affected by any notice to the contrary. The Agency and the Paying Agent shall not be required (a) to issue, transfer, or exchange Bonds from the fifteenth day of the month next preceding any interest payment date through and including such interest payment date; or (b) to transfer or exchange any Bond called for redemption or selected for call for redemption. The Bonds are issuable as a single, fully registered bond.

The Bonds are subject to redemption prior to maturity at the times, in the amounts and with notice as well as provided in the Indenture.

It is hereby recited, certified and declared that any and all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of Utah, particularly the Redevelopment Act, and the Agency's Redevelopment Plan (as such term is defined in the Indenture).

This Bond shall not become valid or obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Redevelopment Agency of West Valley City, Utah, has caused this bond to be signed on its behalf by the manual or facsimile signature of its Chair and attested by the manual or facsimile signature of its Secretary and the seal of said Agency to be impressed, imprinted or reproduced hereon.

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY, UTAH

(SEAL)

By: _____ (do not sign)
Chair

ATTEST:

By: _____ (do not sign)
Secretary

CERTIFICATE OF AUTHENTICATION

This Bond is the Bond described in the within mentioned Indenture.

[ZB, NATIONAL ASSOCIATION],
as Trustee

(SEAL)

By: _____
Authorized Officer

Date of Authentication: _____

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	–	as tenants in common
TEN ENT	–	as tenants by the entirety
JT TEN	–	as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT _____
(Cust.)

Custodian for _____
(Minor)

under Uniform Gifts to Minors Act of _____
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned sells, assigns, and transfers unto:

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to S.E.C. Rule 17Ad-15.

[RECORD OF PRINCIPAL PAYMENTS]

Pursuant to the Bond which has been issued and to which this schedule is attached, the Registered Owner (or its duly authorized agent) certified (as evidenced by the signature in the right-hand column) that the principal amount of the attached Bond has been reduced by payment of the principal thereof on the dates and in the amounts indicated.

Date _____

Principal
Amount

Signature of
Authorized Officer

[illegible]

EXHIBIT B

DESCRIPTION OF PROJECT

EXHIBIT C

FORM OF DISBURSEMENT REQUEST

[ZB, National Association]
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

Pursuant to Section 4.4 of the Indenture of Trust dated as of _____, 2016, you are hereby authorized to pay to the following costs of the Project from the Development Fund:

(See Attached Schedule)

AUTHORIZED REPRESENTATIVE,
REDEVELOPMENT AGENCY OF WEST
VALLEY CITY, UTAH

FORM OF SCHEDULE OF COSTS

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
--------------	----------------	---------------

West Valley City, Utah

September 13, 2016

The Board of Directors (the “Board”) of the Redevelopment Agency of West Valley City, Utah (the “Agency”), met in special public session at the regular meeting place of the Board in West Valley City, Utah, on September 13, 2016, at the hour of 6:30 p.m., with the following members of the Board being present:

Steve Buhler	Chair/President
Tom Huynh	Vice Chair
Ron Bigelow	Boardmember
Don Christensen	Boardmember
Karen Lang	Boardmember
Lars Nordfelt	Boardmember
Steve Vincent	Boardmember

Also present:

Nichole Camac	Secretary
Wayne Pyle	Chief Executive Officer
Jim Welch	City Finance Director

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the following Resolution was introduced in written form along with a Certificate of Compliance with Open Meeting Law with respect to this September 13, 2016, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in writing, was fully discussed, and pursuant to motion duly made by Boardmember _____ and seconded by Boardmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Chair in open meeting and recorded by the Secretary in the official records of the Agency. The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS (THE “BOARD”) OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH (THE “AGENCY”), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$21,000,000 AGGREGATE PRINCIPAL AMOUNT OF REVENUE AND REFUNDING BONDS (IN ONE OR MORE SERIES AND WITH SUCH ADDITIONAL OR ALTERNATE DESIGNATIONS AS THE AGENCY MAY DETERMINE, THE “BONDS”); FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE AGENCY AND THE CITY THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING AND APPROVING THE EXECUTION OF AN INDENTURE OF TRUST, A BOND PURCHASE CONTRACT, A PRELIMINARY OFFICIAL STATEMENT, AN OFFICIAL STATEMENT, A CONTRIBUTION AGREEMENT AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the Redevelopment Agency (the “Agency”) of West Valley City, Utah is a redevelopment agency (a public body, corporate and politic) duly created, established, and authorized to transact business and exercise its powers, all under and pursuant to the Limited Purpose Local Government Entities Community Reinvestment Agency Act, Title 17C, Chapters 1-5, Utah Code Annotated 1953, as amended (the “Redevelopment Act”); and

WHEREAS, a community Project Area Plan (the “Project Area Plan”) for the Agency’s City Center Redevelopment Project Area (the “Project Area”) has heretofore been adopted and approved and all requirements of law for, and precedent to, the adoption and approval of said plan have been duly complied with; and

WHEREAS, the Agency has previously issued its (i) Tax Increment and Sales Tax Revenue Bonds, Series 2009 (the “Series 2009 Bonds”), (ii) Franchise Tax and Tax Increment Revenue Refunding Bonds, Series 2010A (the “Series 2010A Bonds”); (iii) Franchise Tax and Tax Increment Revenue Bonds, Series 2010B (Federally Taxable–Issuer Subsidy–Build America Bonds) (the “Series 2010B Bonds”), (iv) Subordinate Tax

Increment and Subordinate Sales Tax Revenue Bonds, Series 2012 (the “Series 2012 Bonds”), and its (v) Taxable Subordinate Tax Increment Revenue Bonds, Series 2014 (the “Series 2014 Bonds,” and together with the Series 2009 Bonds, the Series 2010A Bonds, the Series 2010B Bonds, the Series 2012 Bonds, the “Outstanding RDA Bonds”); and

WHEREAS, pursuant to the Redevelopment Act, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the “Refunding Bond Act”), the powers of the Agency include the power to issue bonds or refunding bonds to refund outstanding obligations issued for any of its corporate purposes; and

WHEREAS, the Agency has determined that it would be in furtherance of its public purposes to issue its Revenue and Refunding Bonds (the “Bonds”) (to be issued in one or more series and with such additional or alternate designations as the Board may determine) in an amount not to exceed Twenty-One Million Dollars (\$21,000,000) to provide funds to (i) refund and retire all or a portion of the Outstanding RDA Bonds (such bonds selected for refunding by the Bonds referred to herein as the “Refunded Bonds”) and (ii) provide funds to acquire property as well as certain improvements within the Project Area, all to promote economic and community development within the Project Area (collectively, the “Project”); and

WHEREAS, proceeds from the Bonds will also be used to (a) fund a debt service reserve fund, if necessary, and (b) pay costs associated with the issuance of the Bonds; and

WHEREAS, to accomplish the purposes set forth in the preceding recitals, and subject to the limitations set forth herein, the Agency desires to issue the Bonds (to be issued from time to time in one or more series and with such other series or title designation(s) as may be determined), pursuant to (a) the Redevelopment Act; (b) this Resolution; and (c) an Indenture of Trust (the “Indenture”), between the Agency and a trustee (the “Trustee”) to be selected by the Designated Officers, in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, in a resolution dated September 13, 2016, the City has determined it to be advisable and in the best proprietary and business interests of the City and its inhabitants to assist the Agency with financing the Project and refunding the Refunded Bonds and approved the execution and delivery of a Contribution Agreement (the “Contribution Agreement”) in substantially the form attached hereto as Exhibit C, by and between the City and the Agency whereby the City will agree to pledge certain franchise tax revenues to be received by the City (previously pledged by the City to assist in paying certain of the Refunded Bonds) to assist in repaying the Bonds; and

WHEREAS, the Agency desires to pledge the franchise tax revenues it expects to receive from the City under the Contribution Agreement to the payment of the Bonds to be issued hereunder; and

WHEREAS, there has been presented to the Board at this meeting a form of a bond purchase contract (with any other title as appropriate) (the “Bond Purchase Contract”) to be entered into between the Agency and the underwriter or underwriters to be selected by the Designated Officers (as defined below) for the Bonds (each an “Underwriter”), in substantially the form attached hereto as Exhibit D; and

WHEREAS, the Agency desires to authorize the use and distribution of a Preliminary Official Statement (the “Preliminary Official Statement”), and to approve a final Official Statement (the “Official Statement”) in substantially the form of the Preliminary Official Statement attached hereto as Exhibit E, and other documents relating thereto; and

WHEREAS, the Agency desires to publish a Notice of Bonds to be Issued with respect to the Bonds in compliance with the Act; and

WHEREAS, to allow the Agency (with the consultation and approval of the Agency’s municipal advisor, Lewis Young Robertson & Burningham (the “Municipal Advisor”)) flexibility in setting the pricing date of the Bonds to minimize debt service costs to the Agency, the Board desires to grant to the Chair or Vice Chair of the Agency and the Chief Executive Officer of the Agency or the City Finance Director, [and a representative from the Agency] (collectively, the “Designated Officers”), who, may act on behalf of the Board, the authority to select the Underwriter, approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Bonds shall be sold, to determine whether all or a portion of the Bonds should be sold pursuant to a private placement, and any changes with respect thereto from those terms which were before the Board at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the “Parameters”);

NOW, THEREFORE, it is hereby resolved by the Board of Directors of the Redevelopment Agency of West Valley City, Utah, as follows:

Section 1. All terms defined in the foregoing recitals hereto shall have the same meanings when used herein.

Section 2. For the purpose of (a) financing the Project, (b) refunding the Refunded Bonds, (b) funding a deposit to a debt service reserve fund, if necessary, and (c) paying costs of issuance of the Bonds, the Agency hereby authorizes the issuance of the Bonds which shall be designated (i) “Redevelopment Agency of West Valley City, Utah Revenue and Refunding Bonds, Series 2016 (to be issued from time to time, as one or more series, and with such other series or title designation as may be determined) in the initial aggregate principal amount of not to exceed \$21,000,000, to mature in not more than twenty (20) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates not to exceed five percent (5%) per annum, as shall be approved by the Designated Officers, all within the Parameters set forth herein. The issuance of the

Bonds shall be subject to the final approval of Bond Counsel to the Agency, and to the approval of the attorney for the Agency.

Section 3. The final interest rate or rates for the Bonds shall be set by the Designated Officers, in consultation with the Municipal Advisor, at the rate or rates which, taking into account the purchase price offered by the Underwriter of the Bonds, will in the opinion of the Designated Officers and the Municipal Advisor result in the lowest cost of funding reasonably achievable given the manner of offering the Bonds at the time of the sale of the Bonds and evidenced by the execution of the Bond Purchase Contract.

Section 4. The Indenture, the Bond Purchase Contract and the Contribution Agreement in substantially the forms presented to this meeting and attached hereto as Exhibits B, C and D, respectively, are hereby authorized, approved, and confirmed. The Chair or Vice Chair and Secretary, [or their designees,] are hereby authorized to execute and deliver the Indenture, the Bond Purchase Contract, and the Contribution Agreement in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Agency, with final terms as may be established by the Designated Officers, in consultation with the Municipal Advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 6 hereof. The Designated Officers are each hereby authorized to select one or more Underwriters for the Bonds and to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Bonds for and on behalf of the Agency, provided that such terms are within the Parameters set by this Resolution. The execution of the Bond Purchase Contract shall signify the Designated Officers' determination of the final terms and redemption provisions of the Bonds by the execution of a terms page contained within the Bond Purchase Contract.

Section 5. The Agency hereby authorizes the utilization of the Preliminary Official Statement, in the form attached hereto as Exhibit E, in the marketing of the Bonds and hereby approves the Official Statement in substantially the same form as the Preliminary Official Statement, with the additional information established at the time of marketing the Series 2016 Bonds. The Chair or Vice Chair [or their designees] are hereby authorized to execute the Official Statement evidencing its approval by the Agency.

Section 6. The appropriate officials of the Agency are authorized to make any alterations, changes or additions to the Indenture, the Bonds, the Bond Purchase Contract, the Contribution Agreement, the Preliminary Official Statement, the Official Statement, or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Bonds (within the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Board or the provisions of the laws of the State of Utah or the United States.

Section 7. The form, terms, and provisions of the Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Chair or Vice Chair and the Secretary [or their designees] are hereby authorized and directed to execute and seal the Bonds and to deliver said Bonds to the Trustee for authentication. The signatures of the Chair or Vice Chair and the Secretary [or their designees] may be by facsimile or manual execution.

Section 8. The appropriate officials of the Agency are hereby authorized and directed to execute and deliver to the Trustee the written order of the Agency for authentication and delivery of the Bonds in accordance with the provisions of the Indenture.

Section 9. Upon their issuance, the Series 2016 Bonds will constitute special limited obligations of the Agency payable solely from and to the extent of the sources set forth in the Bonds and the Indenture. No provision of this Resolution, the Indenture, the Bonds, or any other instrument, shall be construed as creating a general obligation of the Agency, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Agency or its taxing powers.

Section 10. The appropriate officials of the Agency, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Agency any or all additional certificates, documents and other papers (including, without limitation, any escrow agreements or reserve instrument guaranty agreements permitted by the Indenture) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 11. After the Bonds are delivered by the Trustee to the Underwriter, and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 12. In accordance with the provisions of the Act, the Agency shall cause the following “Notice of Bonds to be Issued” to be (i) published one (1) time in The Salt Lake Tribune and the Deseret News, newspapers of general circulation in West Valley City, Utah, (ii) posted on the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953, as amended, and (iii) posted on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended, and shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Secretary’s office in West Valley City, Utah, for public examination during the regular business hours of the Agency until at least thirty (30) days from and after the date of publication thereof. The “Notice of Bonds to be Issued” shall be in substantially the following form:

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Limited Purpose Local Government Entities - Community Development and Renewal Agencies Act, Title 17C, Chapters 1-4, Utah Code Annotated 1953, as amended (the "Redevelopment Act"), and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the "Refunding Bond Act," and together with the Redevelopment Act, the "Act"), that on September 13, 2016, the Board of Directors (the "Board") of the Redevelopment Agency of West Valley City, Utah (the "Issuer") adopted a resolution (the "Resolution") authorizing the issuance of the Issuer's Revenue and Refunding Bonds (to be issued in one or more series from time to time and with such other series or title designation as may be determined by the Issuer) (collectively, the "Series 2016 Bonds"). No deposit is anticipated to be required in connection with the sale of the Series 2016 Bonds.

PURPOSE FOR ISSUING THE SERIES 2016 BONDS

The Series 2016 Bonds will be issued for the purpose of (a) providing funds to acquire property and certain improvements within the redevelopment project area encompassing the City Center Project Area (the "Project Area"), all to promote economic and community development within the Project Area (collectively, "the Project") and (b) refund all or a portion of certain outstanding bonds of the Issuer. Proceeds of the Series 2016 Bonds will also be used to (i) fund a debt service reserve fund, if necessary, and (ii) pay costs associated with the issuance of the Series 2016 Bonds.

REVENUES PROPOSED TO BE PLEDGED

The Series 2016 Bonds shall constitute special limited obligations of the Agency payable solely from a pledge of certain franchise tax revenues to be received from West Valley City, Utah (the "City") pursuant to a contribution agreement (the "Contribution Agreement") between the City and the Agency.

PARAMETERS OF THE SERIES 2016 BONDS

The Issuer intends to issue the Series 2016 Bonds in the initial aggregate principal amount of not to exceed \$21,000,000, shall mature in not more than twenty (20) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and shall bear interest at a rate or rates not to exceed six percent (5%) per annum. The Series 2016 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a form of Indenture of Trust (the "Indenture") attached to the Resolution in substantially final form at the time of the adoption of the Resolution and said Indenture is to be executed by the Board in such form and with such changes thereto as shall be approved by the Chair or Vice Chair; provided that the principal amount, interest rate or rates, maturity, and discount of the Bonds will not exceed the maximums set forth above.

A copy of the Resolution and the Indenture are on file in the office of the City Recorder of West Valley City, 3600 Constitution Boulevard, West Valley City, Utah, where they may be examined during regular business hours of the City Recorder from 7:00 a.m. to 6:00 p.m., Monday through Thursday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have

the right to contest the legality of the Resolution, the Indenture, or the Series 2016 Bonds, or any provision made for the security and payment of the Series 2016 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this September 13, 2016.

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY, UTAH

/s/Nichole Camac

Secretary

[End of Form of Notice]

Section 13. The Agency hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds, if necessary, to reimburse itself or West Valley City for initial expenditures for costs of the Project. The Series 2016 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed \$[10,000,000].

Section 14. The Agency hereby reserves the right to opt not to issue the Bonds for any reason.

Section 15. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this September 13, 2016.

(SEAL)

By: _____
Chair

ATTEST:

By: _____
Secretary

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By: _____
Chair

ATTEST:

By: _____
Secretary

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

I, Nichole Camac, the duly appointed and qualified Secretary of the Redevelopment Agency of West Valley City, Utah (the “Agency”), do hereby certify according to the records of said Agency in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the Governing Board held on September 13, 2016, including a resolution (the “Resolution”) adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on September 13, 2016, and that pursuant to the Resolution, there was published a Notice of Bonds to be Issued (a) one time in The Salt Lake Tribune and the Deseret News, newspapers having general circulation in West Valley City, Utah, with the affidavit of such publication attached hereto upon availability, (b) on the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953, as amended, and (c) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said Agency, this September 13, 2016.

(SEAL)

By: _____
Nichole Camac, Secretary

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Nichole Camac, the undersigned Secretary of the Redevelopment Agency of West Valley City, Utah (the "Agency"), do hereby certify, according to the records of the Agency in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, there was not less than twenty-four (24) hours public notice of the agenda, date, time and place of the September 13, 2016, public meeting held by the Agency as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the Agency's principal offices on _____, 2016, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to The Salt Lake Tribune and the Deseret News on _____, 2016, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2016 Annual Meeting Schedule for the Board (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the Board to be held during the year, by causing said Notice to be (a) posted on December 28, 2015 at the principal office of the Board, (b) provided to at least one newspaper of general circulation within the City on December 28, 2015 and (c) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this September 13, 2016.

(SEAL)

By: _____
Secretary

ATTACHMENTS:

SCHEDULE 1—NOTICE OF MEETING

SCHEDULE 2—ANNUAL MEETING SCHEDULE

Proof of Publication of Notice of Bonds to be Issued (*when available*)

EXHIBIT B

FORM OF INDENTURE

(See Transcript Document No. ____)

EXHIBIT C

FORM OF CONTRIBUTION AGREEMENT

(See Transcript Document No. ____)

EXHIBIT D

FORM OF BOND PURCHASE CONTRACT

(See Transcript Document No. ____)

EXHIBIT E

FORM OF PRELIMINARY OFFICIAL STATEMENT

(See Transcript Document No. ____)

West Valley City, Utah

September 13, 2016

The Board of Directors (the “Board”) of the Redevelopment Agency of West Valley City, Utah (the “Agency”), met in special public session at the regular meeting place of the Board in West Valley City, Utah, on September 13, 2016, at the hour of 6:30 p.m., with the following members of the Board being present:

Steve Buhler	Chair/President
Tom Huynh	Vice Chair
Ron Bigelow	Boardmember
Don Christensen	Boardmember
Karen Lang	Boardmember
Lars Nordfelt	Boardmember
Steve Vincent	Boardmember

Also present:

Nichole Camac	Secretary
Wayne Pyle	Chief Executive Officer
Jim Welch	City Finance Director

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the following Resolution was introduced in written form along with a Certificate of Compliance with Open Meeting Law with respect to this September 13, 2016, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in writing, was fully discussed, and pursuant to motion duly made by Boardmember _____ and seconded by Boardmember _____ adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Chair in open meeting and recorded by the Secretary in the official records of the Agency. The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS (THE “BOARD”) OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH (THE “AGENCY”), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$26,000,000 AGGREGATE PRINCIPAL AMOUNT OF TAX INCREMENT REVENUE AND REFUNDING BONDS (IN ONE OR MORE SERIES AND WITH SUCH ADDITIONAL OR ALTERNATE DESIGNATIONS AS THE AGENCY MAY DETERMINE, THE “BONDS”); FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE AGENCY AND THE CITY THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR THE PUBLICATION OF A NOTICE AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING AND APPROVING THE EXECUTION OF AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the Redevelopment Agency (the “Agency”) of West Valley City, Utah is a redevelopment agency (a public body, corporate and politic) duly created, established, and authorized to transact business and exercise its powers, all under and pursuant to the Limited Purpose Local Government Entities–Community Reinvestment Agency Act, Title 17C, Chapters 1-5, Utah Code Annotated 1953, as amended (the “Redevelopment Act”); and

WHEREAS, a community Project Area Plan (the “Project Area Plan”) for the Agency’s City Center Redevelopment Project Area (the “Project Area”) has heretofore been adopted and approved and all requirements of law for, and precedent to, the adoption and approval of said plan have been duly complied with; and

WHEREAS, the Agency has previously issued its (i) Tax Increment and Sales Tax Revenue Bonds, Series 2009 (the “Series 2009 Bonds”), (ii) Franchise Tax and Tax Increment Revenue Refunding Bonds, Series 2010A (the “Series 2010A Bonds”); (iii) Franchise Tax and Tax Increment Revenue Bonds, Series 2010B (Federally Taxable–Issuer Subsidy–Build America Bonds) (the “Series 2010B Bonds”), (iv) Subordinate Tax Increment and Subordinate Sales Tax Revenue Bonds, Series 2012 (the “Series 2012 Bonds”), and its (v) Taxable Subordinate Tax Increment Revenue Bonds, Series 2014 (the “Series 2014 Bonds,” and together with the Series 2009 Bonds, the Series 2010A

Bonds, the Series 2010B Bonds, the Series 2012 Bonds, the “Outstanding RDA Bonds”); and

WHEREAS, pursuant to the Redevelopment Act, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the “Refunding Bond Act”), the powers of the Agency include the power to issue bonds or refunding bonds to refund outstanding obligations issued for any of its corporate purposes; and

WHEREAS, the Agency has determined that it would be in furtherance of its public purposes to issue its Tax Increment Revenue and Refunding Bonds (the “Bonds”) (to be issued in one or more series and with such additional or alternate designations as the Board may determine) in an amount not to exceed Twenty-Six Million Dollars (\$26,000,000) to provide funds to (i) refund and retire all or a portion of the Outstanding RDA Bonds (such bonds selected for refunding by the Bonds referred to herein as the “Refunded Bonds”) and (ii) provide funds to acquire property as well as certain improvements within the Project Area, all to promote economic and community development within the Project Area (collectively, the “Project”); and

WHEREAS, proceeds from the Bonds will also be used to (a) fund a debt service reserve fund, if necessary, and (b) pay costs associated with the issuance of the Bonds; and

WHEREAS, to accomplish the purposes set forth in the preceding recitals, and subject to the limitations set forth herein, the Agency desires to issue the Bonds (to be issued from time to time in one or more series and with such other series or title designation(s) as may be determined), pursuant to (a) the Redevelopment Act; (b) this Resolution; and (c) an Indenture of Trust (the “Indenture”), between the Agency and a trustee (the “Trustee”) to be selected by the Designated Officers, in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, there has been presented to the Board at this meeting a form of a bond purchase agreement (the “Bond Purchase Agreement”) to be entered into between the Agency and the purchaser or purchasers for the Bonds (each a “Purchaser”) to be selected by the Designated Officers (as defined below), in substantially the form attached hereto as Exhibit C; and

WHEREAS, pursuant to the Project Area Plan and the Redevelopment Act, the Agency anticipates receiving certain tax increment revenues with respect to the Project Area (the “Tax Increment Revenues”) and the Agency desires to pledge the Tax Increment Revenues to the payment of the Bonds issued hereunder; and

WHEREAS, the Bonds shall be payable solely from the Tax Increment Revenues and other revenues identified in the Indenture; and

WHEREAS, Section 17C-1-504 of the Redevelopment Act provides for the publication of a Notice of Bonds to be Issued thereby initiating the running of a contest period, and the Agency desires to publish such a notice at this time in compliance with the Redevelopment Act with respect to the Bonds; and

WHEREAS, to allow the Agency (with the consultation and approval of the Agency's municipal advisor, Lewis Young Robertson & Burningham (the "Municipal Advisor")) flexibility in setting the pricing date of the Bonds to minimize debt service costs to the Agency, the Board desires to grant to the Chair or Vice Chair of the Agency and the Chief Executive Officer of the Agency or the City Finance Director, [and a representative from the Agency] (collectively, the "Designated Officers"), who, may act on behalf of the Board, the authority to select the Purchaser, approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Bonds shall be sold, to determine whether all or a portion of the Bonds should be sold pursuant to a private placement, and any changes with respect thereto from those terms which were before the Board at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters");

NOW, THEREFORE, it is hereby resolved by the Board of Directors of the Redevelopment Agency of West Valley City, Utah, as follows:

Section 1. All terms defined in the foregoing recitals hereto shall have the same meanings when used herein.

Section 2. For the purpose of (a) financing the Project, (b) refunding the Refunded Bonds, (c) funding a deposit to a debt service reserve fund, if necessary, and (d) paying costs of issuance of the Bonds, the Agency hereby authorizes the issuance of the Bonds which shall be designated the "Redevelopment Agency of West Valley City, Utah Tax Increment Revenue and Refunding Bonds, Series 2016" (to be issued from time to time, as one or more series, and with such other series or title designation(s) as may be determined), in the initial aggregate principal amount of not to exceed \$26,000,000. The Bonds shall mature in not more than eleven (11) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates not to exceed six percent (6%) per annum, as shall be approved by the Designated Officers, all within the Parameters set forth herein. The issuance of the Bonds shall be subject to the final approval of Bond Counsel to the Agency and to the approval of the Attorney for the Agency.

Section 3. The final interest rate or rates for the Bonds shall be set by the Designated Officers, in consultation with the Municipal Advisor, at the rate or rates which, taking into account the purchase price offered by the Purchaser of the Bonds, will in the opinion of the Designated Officers and the Municipal Advisor result in the lowest cost of funding reasonably achievable given the manner of offering the Bonds at the time of the sale of the Bonds and evidenced by the execution of the Bond Purchase Agreement.

Section 4. The Indenture and the Bond Purchase Agreement in substantially the forms presented to this meeting and attached hereto as Exhibits B and C, respectively, are hereby authorized, approved, and confirmed. The Chair or Vice Chair and Secretary, [or their designees,] are hereby authorized to execute and deliver the Indenture and the Bond Purchase Agreement in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Agency, with final terms as

may be established by the Designated Officers, in consultation with the Municipal Advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof. The Designated Officers are each hereby authorized to select one or more Purchasers of the Bonds and to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Bonds for and on behalf of the Agency, provided that such terms are within the Parameters set by this Resolution. The execution of the Bond Purchase Agreement shall signify the Designated Officers' determination of the final terms and redemption provisions of the Bonds by the execution of a terms page contained within the Bond Purchase Agreement.

Section 5. The appropriate officials of the Agency are authorized to make any alterations, changes or additions to the Indenture, the Bonds, the Bond Purchase Agreement, or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Bonds (within the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Board or the provisions of the laws of the State of Utah or the United States.

Section 6. The form, terms, and provisions of the Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Chair or Vice Chair and Secretary [or their designees,] are hereby authorized and directed to execute and seal the Bonds and to deliver said Bonds to the Trustee for authentication. The signatures of the Chair or Vice Chair and the Secretary [or their designees,] may be by facsimile or manual execution.

Section 7. The appropriate officials of the Agency are hereby authorized and directed to execute and deliver to the Trustee the written order of the Agency for authentication and delivery of the Bonds in accordance with the provisions of the Indenture.

Section 8. Upon their issuance, the Bonds will constitute special limited obligations of the Agency payable solely from and to the extent of the sources set forth in the Bonds and the Indenture. No provision of this Resolution, the Indenture, the Bonds, or any other instrument, shall be construed as creating a general obligation of the Agency, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Agency or its taxing powers.

Section 9. The appropriate officials of the Agency, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Agency any or all additional certificates, documents and other papers (including, without limitation, any escrow agreements or reserve instrument guaranty agreements permitted by the Indenture) and to perform all other acts they may deem necessary or appropriate in

order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 10. After the Bonds are delivered by the Trustee to the Purchaser, and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 11. In accordance with the provisions of the Act, the Agency shall cause the following "Notice of Bonds to be Issued" to be (i) published one (1) time in The Salt Lake Tribune and the Deseret News, newspapers of general circulation in West Valley City, Utah, (ii) posted on the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953, as amended, and (iii) posted on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended and shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Secretary's office in West Valley City, Utah, for public examination during the regular business hours of the Agency until at least thirty (30) days from and after the date of publication thereof. The "Notice of Bonds to be Issued" shall be in substantially the following form:

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Limited Purpose Local Government Entities-Community Development and Renewal Agencies Act, Title 17C, Chapters 1-4, Utah Code Annotated 1953, as amended (the "Redevelopment Act"), that on September 13, 2016, the Board of Directors (the "Board") of the Redevelopment Agency of West Valley City, Utah (the "Issuer"), adopted a resolution (the "Resolution") in which it authorized the issuance of the Issuer's Tax Increment Revenue and Refunding Bonds (to be issued from time to time in one or more series and with such other series or title designation(s) as may be determined by the Issuer) (collectively, the "Series 2016 Bonds"). No deposit is anticipated to be required in connection with the sale of the Series 2016 Bonds.

PURPOSE FOR ISSUING THE SERIES 2016 BONDS

The Series 2016 Bonds will be issued for the purpose of (a) providing funds to acquire property and certain improvements within the redevelopment project area encompassing the City Center Project Area (the "Project Area"), all to promote economic and community development within the Project Area (collectively, "the Project") and (b) refund all or a portion of certain outstanding bonds of the Issuer. Proceeds of the Bonds will also be used to (i) fund a debt service reserve fund, if necessary, and (ii) pay costs associated with the issuance of the Series 2016 Bonds.

REVENUES PROPOSED TO BE PLEDGED

The Series 2016 Bonds shall constitute special limited obligations of the Issuer and except as otherwise provided in the Indenture, are secured by an irrevocable pledge of, and shall be payable as to principal, premium, if any, and interest solely from the tax increment revenues generated from the Project Area.

PARAMETERS OF THE SERIES 2016 BONDS

The Issuer intends to issue the Series 2016 Bonds which shall be designated "Redevelopment Agency of West Valley City, Utah Tax Increment Revenue and Refunding Bonds, Series 2016, in the initial aggregate principal amount of not to exceed \$26,000,000 shall mature in not more than eleven (11) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates not to exceed six percent (6%) per annum. The Series 2016 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a form of Indenture of Trust (the "Indenture") attached to the Resolution in substantially final form at the time of the adoption of the Resolution and said Indenture is to be executed by the Board in such form and with such changes thereto as shall be approved by the Chair or Vice Chair; provided that the principal amount, interest rate or rates, maturity, and discount of the Bonds will not exceed the maximums set forth above.

A copy of the Resolution and the Indenture are on file in the office of the City Recorder of West Valley City, 3600 Constitution Boulevard, West Valley City, Utah, where they may be examined during regular business hours of the City Recorder from 7:00 a.m. to 6:00 p.m., Monday through Thursday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture (only as it applies to the Bonds), or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this September 13, 2016.

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY, UTAH

/s/ Nichole Camac
Secretary

[End of Form of Notice]

Section 12. The Agency hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds, if necessary, to reimburse itself or West Valley City for initial expenditures for costs of the Project. The Series 2016 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed \$[10,000,000].

Section 13. The Agency hereby reserves the right to opt not to issue the Bonds for any reason.

Section 14. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this September 13, 2016.

(SEAL)

By: _____
Chair

ATTEST:

By: _____
Secretary

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By: _____
Chair

ATTEST:

By: _____
Secretary

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

I, Nichole Camac, the duly appointed and qualified Secretary of the Redevelopment Agency of West Valley City, Utah (the “Agency”), do hereby certify according to the records of the Board of Directors (the “Board”) of the Agency in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the Board held on September 13, 2016, including a resolution (the “Resolution”) adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on September 13, 2016, and pursuant to the Resolution, there was published a Notice of Bonds to be Issued: (a) one time in The Salt Lake Tribune and the Deseret News, newspapers having general circulation within West Valley City, the affidavit of which publication will be attached upon availability, (b) on the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953, as amended and (c) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this September 13, 2016.

(SEAL)

By: _____
Secretary

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Nichole Camac, the undersigned Secretary of the Redevelopment Agency (the “Agency”) of West Valley City, Utah (the “City”), do hereby certify, according to the records of the Agency in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the September 13, 2016, public meeting held by the Board of Directors (the “Board”) of the Agency as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City on September ___, 2016, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to The Salt Lake Tribune and the Deseret News on September ___, 2016, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2016 Annual Meeting Schedule for the Board (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the Board to be held during the year, by causing said Notice to be (a) posted on December 28, 2015 at the principal office of the Board, (b) provided to at least one newspaper of general circulation within the City on December 28, 2015 and (c) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this September 13, 2016.

(SEAL)

By: _____
Secretary

ATTACHMENTS:

SCHEDULE 1—NOTICE OF MEETING

SCHEDULE 2—ANNUAL MEETING SCHEDULE

Proof of Publication of Notice of Bonds to be Issued (*when available*)

EXHIBIT B

FORM OF INDENTURE

(See Transcript Document No. __)

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

(See Transcript Document No. __)

Item: _____
Fiscal Impact: \$279,641.01
Funding Source: General Fund
Account #: _____

Budget Opening Required:

ISSUE:

A resolution authorizing the agreement with US Bancorp Government Leasing and Finance, Inc. (USBGLF) to secure funding to purchase and replace outdated radio equipment for the Police and Fire Department.

SYNOPSIS:

West Valley's current radio equipment is over 14 years old and is now out of date, therefore we need to upgrade the system in order to maintain data integrity and security. This lease is intended to last 7 years with quarterly payments with an interest rate of 1.98%. The City will own the equipment at the end of the lease term. Lease payments will be made from budget authorized for FY 2017.

BACKGROUND:

US Bancorp Government Leasing and Finance Inc. has provided a highly competitive leasing proposal for the purchase of this equipment. The proposed lease payment schedule falls within the existing authorized budget of the city.

RECOMMENDATION:

Approval of this leasing agreement.

SUBMITTED BY:

James D. Welch, Director of Finance

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO PROPERTY SCHEDULE NO. 7 OF THE MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT WITH US BANCORP GOVERNMENT LEASING AND FINANCING, INC., WITH RESPECT TO A LEASE FOR THE UPGRADE OF CERTAIN RADIO EQUIPMENT.

WHEREAS, the City desires to purchase upgraded radio equipment from Motorola Solutions, Inc. (herein "Equipment") to replace outdated units; and

WHEREAS, favorable terms have been negotiated with US BANCORP Government Leasing and Finance, Inc. (herein "BANCORP") to initiate a lease purchase of said Equipment; and

WHEREAS, the City previously entered in a Master Lease Agreement with Bancorp; and

WHEREAS, an Agreement has been prepared for execution by and between the City and BANCORP, entitled, "Property Schedule No. 7", which sets forth the rights, duties, and obligations of each of the parties thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety, and welfare of the citizens of West Valley City to approve Property Schedule No. 7.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the attached "Property Schedule No. 7" is hereby approved and the Mayor is hereby authorized to execute the same and all other related documents necessary to complete the transaction for and on behalf of West Valley City, subject to approval of the final form of the documents by the City Manager and the City Attorney's Office.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

DOCUMENT CHECKLIST

PLEASE EXECUTE TWO (2) ORIGINALS OF ALL DOCUMENTS
NO FRONT AND BACK COPIES, PLEASE

RETURN ALL ORIGINALS TO:
U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
FRANCINE NEVILLE
950 17TH STREET, 7TH FLOOR
DENVER, CO 80202
303-585-4054

- **Property Schedule No. 7** - This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- **Property Description and Payment Schedule – Exhibit 1**
- **Lessee's Counsel's Opinion – Exhibit 2.** This exhibit will need to be executed by your attorney, dated and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing this opinion.
- **Lessee's General and Incumbency Certificate – Exhibit 3.** Include in your return package a copy of the board minutes or resolution for our files.
 - **Reimbursement Resolution** - This is required for reimbursements to be processed. A sample has been included for your reference.
- **Payment of Proceeds Instructions – Exhibit 4.** Intentionally Omitted.
- **Acceptance Certificate – Exhibit 5.** Intentionally Omitted.
- **Bank Qualification and Arbitrage Rebate – Exhibit 6.**
- **Insurance Authorization and Verification –** To be filled out by the Lessee and sent to your insurance carrier. A valid insurance certificate, or self-insurance letter if the Lessee self-insures, is required prior to funding.
- **Notification of Tax Treatment**
- **Form 8038-G** – Blank form provided to Lessee. Please consult your local legal/bond counsel to fill out.
- **Escrow Agreement** – This document needs to be executed by the Executing Official defined in the Lessee's Certificate – Exhibit 3.
 - **Investment Direction Letter – Exhibit 1.** This document needs to be executed by the Executing Official.
 - **Schedule of Fees – Exhibit 2.**
 - **Requisition Request – Exhibit 3.** This document should be retained by Lessee and utilized to request disbursements from the escrow account. Please make copies and fill out as many as are needed.
 - **Final Acceptance Certificate - Exhibit 4.** This document should be retained by Lessee and provided to Lessor once all the proceeds have been disbursed from the escrow account.
 - **Class Action Negative Consent Letter – Exhibit 6.**
 - **IRS Form W-9.** This document should be retained by Lessee and submitted with the Requisition Request(s) for each vendor being paid. Please make copies and fill out as many as are needed.

Property Schedule No. 7

Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 7** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of April 02, 2015, between U.S. Bancorp Government Leasing and Finance, Inc., and West Valley City, Utah.

- Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
- Commencement Date. The Commencement Date for this Property Schedule is September 18, 2016.
- Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
- Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
- Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
- Proceeds. Exhibit 4 is intentionally omitted.
- Acceptance Certificate. Exhibit 5 is intentionally omitted.
- Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
- Private Activity Issue. Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
- Bank Qualification and Arbitrage Rebate. Attached as Exhibit 6.
- Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by September 29, 2016.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: West Valley City, Utah
By:
Name:
Title:

Attest:
By
Name:
Title:

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 7** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

Address

City, State Zip Code

USE: Radios - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: \$260,526.36

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
1	18-Dec-2016	9,987.18	8,697.57	1,289.61	N/A
2	18-Mar-2017	9,987.18	8,740.63	1,246.55	N/A
3	18-Jun-2017	9,987.18	8,783.89	1,203.29	N/A
4	18-Sep-2017	9,987.18	8,827.37	1,159.81	N/A
5	18-Dec-2017	9,987.18	8,871.07	1,116.11	223,104.00
6	18-Mar-2018	9,987.18	8,914.98	1,072.20	213,921.57
7	18-Jun-2018	9,987.18	8,959.11	1,028.07	204,693.69
8	18-Sep-2018	9,987.18	9,003.46	983.72	195,420.13
9	18-Dec-2018	9,987.18	9,048.02	939.15	186,100.67
10	18-Mar-2019	9,987.18	9,092.81	894.37	176,735.07
11	18-Jun-2019	9,987.18	9,137.82	849.36	167,323.11
12	18-Sep-2019	9,987.18	9,183.05	804.13	157,864.57
13	18-Dec-2019	9,987.18	9,228.51	758.67	148,359.20
14	18-Mar-2020	9,987.18	9,274.19	712.99	138,806.79
15	18-Jun-2020	9,987.18	9,320.10	667.08	129,207.09
16	18-Sep-2020	9,987.18	9,366.23	620.95	119,559.87
17	18-Dec-2020	9,987.18	9,412.59	574.58	109,864.90
18	18-Mar-2021	9,987.18	9,459.19	527.99	100,121.93
19	18-Jun-2021	9,987.18	9,506.01	481.17	90,330.74
20	18-Sep-2021	9,987.18	9,553.07	434.11	80,491.09
21	18-Dec-2021	9,987.18	9,600.35	386.83	70,602.72
22	18-Mar-2022	9,987.18	9,647.87	339.30	60,665.41
23	18-Jun-2022	9,987.18	9,695.63	291.55	50,678.91
24	18-Sep-2022	9,987.18	9,743.62	243.55	40,642.98
25	18-Dec-2022	9,987.18	9,791.86	195.32	30,557.37

26	18-Mar-2023	9,987.18	9,840.33	146.85	20,421.83
27	18-Jun-2023	9,987.18	9,889.04	98.14	10,236.13
28	18-Sep-2023	<u>9,987.18</u>	<u>9,937.99</u>	<u>49.19</u>	0.00
TOTALS:		279,641.01	260,526.36	19,114.65	

Interest Rate: 1.98%

Lessee: West Valley City, Utah
By:
Name:
Title:

EXHIBIT A

Property Description

Motorola Emergency Communications System

EXHIBIT 2

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

September 18, 2016

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

West Valley City, Utah
3600 Constitution Blvd
West Valley City, Utah 84119
Attention: James Welch

RE: Property Schedule No. 7 to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah.

Ladies and Gentlemen:

We have acted as special counsel to West Valley City, Utah ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of April 02, 2015 (the "Master Agreement"), between West Valley City, Utah, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 7 (the "Property Schedule") pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.

3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT 3

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Property Schedule No. 7** dated as of September 18, 2016 to the Master Tax-Exempt Lease/Purchase Agreement dated April 02, 2015 between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah.

The undersigned, being the duly elected, qualified and acting _____
(Title of Person to Execute Lease/Purchase Agreement)
of the West Valley City, Utah ("Lessee") does hereby certify, as of September 18, 2016, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal or of interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of September 18, 2016.

West Valley City, Utah

By _____
Signature of Person to Execute Lease/Purchase Agreement

Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

Re: **Property Schedule No. 7** dated as of September 18, 2016 to the Master Tax-Exempt Lease/Purchase Agreement dated as of April 02, 2015 between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the West Valley City, Utah ("Lessee") does hereby certify, as of September 18, 2016, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

(Signature of Person to Execute Lease/Purchase Agreement)

(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of September 18, 2016.

Secretary/Clerk

Print Name
and Title: _____

EXHIBIT 4

Payment of Proceeds Instructions

Intentionally Omitted.

EXHIBIT 5

Acceptance Certificate

Intentionally Omitted.

EXHIBIT 6

Bank Qualification And Arbitrage Rebate

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: **Property Schedule No. 7** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah

PLEASE CHECK EITHER:

Bank Qualified Tax-Exempt Obligation under Section 265

_____ Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.

or

_____ Not applicable.

Arbitrage Rebate

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.

Lessee: West Valley City, Utah
By:
Name:
Title:

Language for UCC Financing Statements

Property Schedule No. 7

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: West Valley City, Utah

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Property Schedule No. 7 dated September 18, 2016 to that certain Master Tax-Exempt Lease/Purchase Agreement dated as of April 02, 2015, in each case between Debtor, as Lessee, and Secured Party, as Lessor, together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

INSURANCE AUTHORIZATION AND VERIFICATION

Date: September 18, 2016

Property Schedule No: 7

To: West Valley City, Utah (the "Lessee")

From: U.S. Bancorp Government Leasing and Finance, Inc. (the
"Lessor")
1310 Madrid St.
Marshall, MN 56258
Attn: Francine Neville

TO THE LESSEE: In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.

Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).

Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$260,526.36, with deductibles no more than \$10,000.00.

**Lessee: Please execute this form and return with your document package. Lessor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements. Should you have any questions, please contact Francine Neville at 303-585-4054.*

By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Agency/Agent:		
Address:		
Phone/Fax:		
Email:		

Lessee: West Valley City, Utah
By:
Name:
Title:

TO THE AGENT: *In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at 303-585-4732. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.*

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Print Name of Agency: **X** _____

By: **X** _____
(Agent's Signature)

Print Name: **X** _____

Date: **X** _____

Insurable Value: \$260,526.36

ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO.: 7

Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of April 02, 2015 and the related Property Schedule No. 7 dated September 18, 2016, between Lessor and Lessee (the "Agreement").

- _____ Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- X Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has previously provided our tax-exemption certificate to Lessor
- _____ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- _____ Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- _____ Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Lessee: West Valley City, Utah
By:
Name:
Title:

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ►		18	
19 If obligations are TANs or RANs, check only box 19a	► <input type="checkbox"/>		
If obligations are BANs, check only box 19b	► <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box	► <input type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22	Proceeds used for accrued interest		22	
23	Issue price of entire issue (enter amount from line 21, column (b))		23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)		29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.			
31	Enter the remaining weighted average maturity of the bonds to be currently refunded	►	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	►	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date _____ ▶ _____
Signature of issuer's authorized representative Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶ _____			Firm's EIN ▶ _____	
Firm's address ▶ _____			Phone no. _____	

Instructions for Form 8038-G

(Rev. September 2011)

Information Return for Tax-Exempt Governmental Obligations



Department of the Treasury
Internal Revenue Service

Section references are to the Internal Revenue Code unless otherwise noted.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
\$100,000 or more	A separate Form 8038-G for each issue
Less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales



CAUTION For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust

indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, Midwestern tax credit bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at TaxExemptBondQuestions@irs.gov and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

Definitions

Tax-exempt obligation. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** \$5 million.

Issue price. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a “draw-down loan”) or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, **and**
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed

return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, “Amended Return Explanation.” Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer’s name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer’s return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer’s number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the date on which the issuer physically

exchanges the bonds that are part of the issue for the underwriter’s (or other purchaser’s) funds. For a lease or installment sale, enter the date interest starts to accrue in a MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write “None.”

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a “municipal lease.”) Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term “lease” is used in the title of the issue.

Part III—Description of Obligations

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

Line 28. Enter the amount of the proceeds that will be used to pay

principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. Enter the amount of the proceeds of this issue used to make a loan to another governmental unit, the interest of which is tax-exempt.

Line 38. If the issue is a loan of proceeds from another tax-exempt issue, check the box and enter the date of issue, EIN, and name of issuer of the master pool obligation.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes

the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the

return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us

the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File*.

SAMPLE REIMBURSEMENT RESOLUTION

RESOLUTION NO. _____

RESOLUTION OF THE [NAME OF GOVERNING BOARD] OF [NAME OF ISSUER] DECLARING ITS INTENTION TO REIMBURSE ITSELF FROM THE PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCINGS FOR CERTAIN EXPENDITURES MADE AND/OR TO BE MADE IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN CAPITAL IMPROVEMENTS

WHEREAS, [NAME OF ISSUER] (the "Issuer") is a political subdivision organized and existing under the laws of [ISSUER'S STATE]; and

WHEREAS, the Issuer [has paid, beginning no earlier than {DATE THAT IS NO MORE THAN 60 DAYS PRIOR TO ADOPTION OF RESOLUTION} and] will pay, on and after the date hereof, certain expenditures (the "Expenditures") in connection with the capital project (the "Project"), as more fully described in Appendix A attached hereto; and

WHEREAS, the [NAME OF GOVERNING BOARD] of the Issuer (the "Board") has determined that the money [previously advanced no more than 60 days prior to the date hereof and] to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Issuer for the Expenditures from the proceeds of one or more issues of tax-exempt obligations (the "Obligations");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. The Board hereby declares the Issuer's intent to reimburse the Issuer with the proceeds of the Obligations for the Expenditures with respect to the Project made on and after [{DATE THAT IS NO MORE THAN 60 DAYS PRIOR TO ADOPTION OF RESOLUTION}], which date is no more than 60 days prior to] the date hereof. The Issuer reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Obligations.

Section 2. Each Expenditure [was and] will be (a) of a type properly chargeable to capital account under general federal income tax principles (determined in each case as of the date of the Expenditure) and (b) complies with all applicable <<Name of Fund>> regulations.

Section 3. The maximum cost of the Project is expected to be \$ _____

Section 4. The Issuer will make a reimbursement allocation, which is a written allocation by the Issuer that evidences the Issuer's use of proceeds of the Obligations to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The Division recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, expenditures by "small issuers" (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least 5 years.

Section 5. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this _____ day of _____, 200__

(Name)
(Title)

Attested to:

(Name)
(Title)

APPENDIX A

DESCRIPTION OF PROJECT

[Describe the project for which the Expenditures have been and/or will be paid.]

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of September 18, 2016 by and among U.S. Bancorp Government Leasing and Finance, Inc. ("*Lessor*"), West Valley City, Utah ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Tax-Exempt Lease/Purchase Agreement dated as of April 02, 2015 (the "*Master Agreement*") and a Property Schedule No. 7 thereto dated September 18, 2016 (the "*Schedule*" and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"). The Schedule contemplates that certain personal property described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof (the "*Vendor*"). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$260,526.36, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "*Closing Date*"), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the

Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See Exhibit 1 Investment Direction Letter. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as Exhibit 6 is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's set-up fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Lessor and Lessee. Lessor's authorized signatures are provided in Exhibit 5. Lessee's authorized signatures will be provided in Exhibit 3 of Master Lease Purchase Agreement. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Final Acceptance Certificate form attached as Exhibit 4 hereto.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or an Event of Nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Lease Payment due under the Master Agreement, and second, to prepayment of the principal component of Lease Payments in inverse order of maturity without premium. To the extent the Agreement is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of Lessee and Lessor in writing to Escrow Agent. All funds on deposit in the Escrow Fund at the time of termination under this paragraph, unless otherwise directed by Lessee in writing (electronic means acceptable), shall be transferred to Lessor.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written

confirmation of overnight delivery is available, or (d) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

U.S. Bancorp Government Leasing and Finance, Inc., as Lessor
By:
Name:
Title:
Address: 13010 SW 68 th Parkway, Suite 100 Portland, OR 97223

West Valley City, Utah, as Lessee
By:
Name:
Title:
Address: 3600 Constitution Blvd West Valley City, Utah 84119

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By:
Name:
Title:
Address: U.S. Bank National Association 950 17 th Street, 12 th Floor Denver, CO 80202

EXHIBIT 1

U.S. BANK NATIONAL ASSOCIATION MONEY MARKET ACCOUNT AUTHORIZATION FORM DESCRIPTION AND TERMS

The U.S. Bank Money Market account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

U.S. BANK, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

West Valley City, Utah

Company Name

Signature of Authorized Directing Party

Trust Account Number – includes existing and future sub-accounts unless otherwise directed

Title/Date

EXHIBIT 2

Schedule of Fees for Services as Escrow Agent For West Valley City, Utah Equipment Lease Purchase Escrow

CTS01010A	Acceptance Fee The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	WAIVED
CTS04460	Escrow Agent Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	WAIVED
	Direct Out of Pocket Expenses Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	Extraordinary Services Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

EXHIBIT 3
REQUISITION REQUEST

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of September 18, 2016 (the "*Escrow Agreement*") by and among U.S. Bancorp Government Leasing and Finance, Inc. (the "*Lessor*"), West Valley City, Utah (the "*Lessee*"), and U.S. Bank National Association (the "*Escrow Agent*"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Tax-Exempt Lease Purchase Agreement dated as of April 02, 2015 (the "*Master Agreement*") and Property Schedule No. 7 thereto dated September 18, 2016 (the "*Schedule*") and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*", by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

PAYEE	AMOUNT	INVOICE NO.	EQUIPMENT

Total requisition amount \$ _____

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.
2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.
3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.
4. The Equipment is covered by insurance in the types and amounts required by the Agreement.
5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.
6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Request Date: _____

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: West Valley City, Utah
By:
Name:
Title:

Exhibit 4

Final Acceptance Certificate

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: **Property Schedule No. 7** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and West Valley City, Utah

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: _____

Lessee: West Valley City, Utah
By:
Name:
Title:

Exhibit 6

Class Action Negative Consent Letter

September 18, 2016

West Valley City, Utah
3600 Constitution Blvd
West Valley City, Utah 84119

RE: USBGLF/West Valley City, Utah - - Class Action Litigation Claims

Dear James Welch:

U.S. Bank National Association ("U.S. Bank") has established its policies and procedures relative to class action litigation claims filed on behalf of its clients' accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims:

1. U.S. Bank will file class action litigation claims, at no charge, on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below, constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payor to identify the applicable account, settlement proceeds of the class action litigation will be posted within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds, less any research and filing fees, will be escheated if the entitled beneficiaries or successors of the account cannot be identified /located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above-referenced account.

If you have any questions, please contact me at the below number.

Sincerely,

Jennifer Petruno
Vice President
303-585-4597

☐ No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is not responsible for forwarding notices received on class action or litigation claims.

☐ Yes, U.S. Bank is authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is responsible for forwarding notices received on class action or litigation claims.

Authorized Signer

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
					-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Item: _____
Fiscal Impact: \$260,526.36
Funding Source: Lease Proceeds
Account #: _____
Budget Opening Required: ☒

ISSUE:

Purchase of Police and Fire Radio Communication Equipment from Motorola Solutions, Inc.

SYNOPSIS:

Purchase of replacement of Police and Fire radio equipment financed through a lease-purchase with US BANCORP Government Leasing and Finance.

BACKGROUND:

The City has a need to replace a significant number of Police and Fire radios. Hand held portable radios and mobile radios will be purchased from Motorola Solutions, Inc. Vendor and equipment are on the Utah State Purchasing Contract ensuring competitive pricing. Favorable terms have been negotiated with US BANCORP Government Leasing and Finance, to initiate a lease purchase transaction. Terms of the lease will expire in advance of the 15 year useful life of the assets acquired. The City has obtained a rate of 1.98% for 7 years.

RECOMMENDATION:

Approval of resolution

SUBMITTED BY:

Jim Welch, Finance Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF POLICE
AND FIRE RADIO EQUIPMENT FROM MOTOROLA
SOLUTIONS, INC. TO REPLACE OUTDATED UNITS.**

WHEREAS, the City has a need to replace outdated radio units (“Equipment”) used by the Police and Fire Departments; and

WHEREAS, the City desires to purchase the Equipment from Motorola Solutions, Inc. (“Motorola”); and

WHEREAS, Motorola has been awarded the State Contract to supply such Equipment; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety and welfare of the citizens of West Valley City to authorize the purchase of Equipment from Motorola for use by the Police and Fire Departments.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the City is hereby authorized to purchase Equipment from Motorola for an amount not to exceed \$260,526.36, and that the Mayor and the City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase, subject to final approval of the form of said documents by the City Attorney’s Office.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day
of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item #:	
Fiscal Impact:	\$180,875.00
Funding Source:	Ambulance Operations
Account #:	66-6625-40740-00000-0000
Budget Opening Required:	

ISSUE:

Authorization the purchase of one ambulance.

SYNOPSIS:

This resolution authorizes the purchase of one (1) Ambulance from Frazer, Ltd.

BACKGROUND:

Frazer, Ltd. is a participant in the Houston-Galveston Area Council, an interlocal entity offering purchasing and procurement services to municipalities around the nation. West Valley City is a member of HGAC and is entitled to purchase services at HGAC prices and from HGAC affiliates and members. Since this purchase is in accordance with HGAC procedures, procurement requirements have been satisfied pursuant to Section 5-3-108 of the West Valley City Municipal Code. The price indicated below is a competitive price and the product meets the City's needs.

Number of Vehicles	Type of Vehicle	Cost Per Vehicle
1	Frazer Ambulance	\$180,875.00
	TOTAL	\$180,875.00

RECOMMENDATION:

Approve purchase of one ambulance.

SUBMITTED BY:

John Evans, Fire Chief

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF AN
AMBULANCE FROM FRAZER, LTD. THROUGH THE
HOUSTON-GALVESTON AREA COUNCIL.**

WHEREAS, the City has a need to acquire a new ambulance; and

WHEREAS, the City desires to purchase the ambulance from Frazer, Ltd.; and

WHEREAS, the City is a member of the Houston-Galveston Area Council; and

WHEREAS, Frazer, Ltd. has complied with Houston-Galveston Area Council requirements and has offered a competitive price for said ambulance purchase; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety and welfare of the citizens of West Valley City to authorize the purchase of the ambulance from Frazer, Ltd.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the City is hereby authorized to purchase one ambulance from Frazer, Ltd., by and through the Houston-Galveston Area Council, for an amount not to exceed \$180,875.00, and that the Mayor and the City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase, subject to final approval of the form of said documents by the City Attorney's Office.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day
of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



August 9, 2016

Eric Madsen
West Valley City Fire Department
Email: eric.madsen@wvc-ut.gov

Quote # 10815A

Mr. Madsen,

Per your request we are quoting (1) Frazer Type I 14' Generator Powered Module on a 2017 Ford F-450 6.7L diesel chassis (aluminum wheels, order red) with a Liquid Spring suspension. For your convenience all pricing has been itemized below.

Frazer Type I 14' Generator Powered Module	\$ 104,000.00
2017 Ford F-450 6.7L diesel chassis (aluminum wheels, order red)	\$ 49,500.00
Liquid Spring suspension	\$ 10,000.00
Heat shielding for diesel chassis	\$ 1,500.00
Chassis Exterior	\$ 0.00
Chassis Interior	\$ 1,000.00
Module Exterior	\$ 7,800.00
Module Interior	\$ 7,075.00
Total	\$ 180,875.00

Items included in above total:

Chassis Exterior:

1 . Black Ranch Hand powder coated grille guard	\$	incl.
2 . (2) Whelen 315P speakers on grille guard	\$	incl.
3 . (4) Whelen M4 series red grille & intersect LEDs w/ clear lenses	\$	incl.
4 . Frazer aluminum rear window pass through plate	\$	incl.
5 . Route chassis exhaust to standard location under passenger's side bumper end cap	\$	incl.
6 . Provide weight slip with delivery book	\$	incl.
7 . (2) Mega fuses on chassis frame rail	\$	incl.
Total	\$	0.00

Chassis Interior:

8 . Custom powder coated 6-slot aluminum center console:	\$	incl.
Slot 1: MDT plate w/ swivel & generator fuel gauge	\$	450.00
Slot 2: Single switch panel	\$	incl.

Layout: PRIMARY – SECONDARY – Blank – USB – SIDE SCENE (1 way switch – controls one side) – SIDE SCENE (1 way switch – controls one side) – REAR LOAD – INTERIOR LIGHT – START STOP (Genset)

	\$	incl.
Slot 3: Radio plate (to be determined)	\$	incl.
Slot 4: Whelen 295SLSA1 siren (Tap-2) w/ mic on passenger's side of console slot 1	\$	incl.
Slot 5: Double blank insert	\$	150.00
Slot 6: Double blank insert	\$	N/C
9 . Furnish & install Kussmaul dual USB port in switch panel	\$	200.00
10 . Arm rests on console	\$	200.00
11 . Spotlight sent loose	\$	incl.
12 . Exhaust warning buzzer inside the console w/ Genset shutdown circuit	\$	incl.
13 . Coax runs: (2) terminating in electrical compartment, (2) terminating under the driver's side seat in the chassis (Verify this)	\$	incl.
Total	\$	1,000.00

Module Exterior:

14 . Paint module Ford red to match chassis	\$	1,750.00
15 . 3M diamond grade lime yellow conspicuity w/ red translucent overlay on entire rear of module	\$	1,500.00
16 . All clear lenses on emergency LEDs	\$	N/C
17 . (8) Whelen M6 series red LED box lights	\$	incl.
18 . (5) Whelen M6 series LEDs on front wall (R-C-R-C-R)	\$	incl.
19 . (3) Whelen M6 series LEDs on rear wall (A-A-A)	\$	incl.
20 . (2) Whelen M6 series LED load lights with flanges on rear of module (come ON w/ reverse)	\$	incl.
21 . (2) Whelen M6 series red brake/tail/turn LEDs	\$	incl.
22 . (2) Whelen M6 series red wheel well LEDs	\$	incl.
23 . (2) Fire Research Corp. 900 series Spectra LED scene lights – on 2 switches	\$	incl.
24 . ICC clearance lights above corner/box lights	\$	incl.
25 . (2) Grote 4" round BTT red LEDS in the rear bumper panel on each side	\$	incl.
26 . (2) Grote 4" round back-up clear LEDS in the rear bumper panel on each side	\$	incl.
27 . 3M-GTT Opticom on front wall of module (switching TBD)	\$	1,800.00
28 . Cummins Onan 5.5kW commercial generator system w/ fuel gauge on console & locking gas cap	\$	incl.
29 . Dual 20 amp Kussmaul auto-eject shore power receptacles w/ red covers on driver's side front of module	\$	500.00
30 . Diamond plate on front corners, wheel wells, and rear (passenger's side front corner and passenger's side wheel well are 4" taller to accommodate body drop)	\$	incl.
31 . Outside only rear storage compartment, no shelf	\$	N/C
32 . Angle on ceiling of rear storage compartment w/ (2) single coat hooks, (2) double coat hooks on plates, (1) each on front and rear walls	\$	250.00
33 . O2 compartment with a laydown "H" cylinder & shelf 20" from floor of compartment	\$	incl.
34 . 2 high "D" cylinder holder in O2 compartment next to laydown O2	\$	150.00
35 . Delete long lower storage compartment	\$	incl.

36 . Taller intermediate storage/radio compartment w/ divider for Stair Chair storage (TBD)	\$	200.00
37 . Electrical system decal applied to interior of compartment access door	\$	incl.
38 . Taller electrical compartment w/ 30 amp On-board chassis battery charger	\$	incl.
39 . Standard rear backboard compartment	\$	incl.
40 . Front backboard compartment w/ aluminum flat bar & straps	\$	150.00
41 . Dri-Deck on bottom of front backboard compartment in lieu of ribbed rubber	\$	100.00
42 . 4" body drop on passenger's side forward of the rear wheels w/accompanying taller diamond plating in lieu of electric step at side entry door	\$	incl.
43 . 4" taller side entry and front I/O doors to accommodate body drop	\$	incl.
44 . Spare tire – loose	\$	incl.
45 . J236 keys for Eberhard latches and #102 keys for genset and A/C compartments	\$	incl.
46 . Double 6061-T6 structural members welded at all vertical and horizontal wall intersections	\$	incl.
47 . Electric door locks on side and rear entry doors & front I/O off key fobs w/ hidden switch in rear storage compartment	\$	1,400.00
48 . LED flex strip lighting in applicable compartments	\$	incl.
Total	\$	7,800.00

Module Interior:

49 . 120VAC Dometic filtered air conditioning and heat w/ thermostat at the action wall	\$	incl.
50 . Aluminum powder coated interior cabinets	\$	incl.
51 . Powder coated aluminum countertops	\$	incl.
52 . SpecTape-Insulfab insulation and sound deadening material in ceiling, walls and doors	\$	incl.
53 . Double-pane entry door windows	\$	incl.
54 . Stainless steel grab handles	\$	incl.
55 . SSCOR brand suction at action wall – Location 9	\$	incl.
56 . 4 place switch panel w/ thermostat (Interior lights, Front interior light, Electric O2, USB) – Location 2	\$	incl.
57 . Furnish & install Kussmaul dual USB port in switch panel	\$	200.00
58 . Standard dump bypass/rear load switch plate	\$	incl.
59 . Sharps container and bracket at the action wall in standard location	\$	incl.
60 . Small acrylic holder at the end of the action wall	\$	incl.
61 . Large acrylic holder aft of the CPR seat	\$	incl.
62 . Stainless steel squad bench and action wall wrappers	\$	incl.
63 . (10) Grote LED interior ceiling lights	\$	incl.
64 . Standard overhead grab rails	\$	incl.
65 . (2) IV hangers in ceiling	\$	incl.
66 . Double step at the side entry door with black and yellow caution tape on the top threshold	\$	incl.
67 . Lonseal “Loncoin” vinyl flooring-Onyx	\$	100.00
68 . Alucabond aluminum & polyethylene plastic sub-floor	\$	incl.
69 . 175-3 single position cot mount	\$	incl.
70 . Cot plates & cot hook for your Stryker Power-PRO cot	\$	incl.

71 . Furnish & install Stryker antler & bar	\$	750.00
72 . Single O2 outlet above squad bench, single O2 outlet in ceiling raceway	\$	150.00
73 . Combination O2 outlet and breathing air outlet at action wall in lieu of standard (Location 1), Single breathing air outlet in ceiling raceway and above squad bench	\$	1,050.00
74 . Electric oxygen system with digital monitor and oxygen regulator at action wall - Location 3	\$	1,500.00
75 . 5 lb. ABC fire extinguisher shipped loose with module	\$	N/C
76 . Magnetically attached seamless cushions	\$	incl.
77 . 120VAC duplex outlet in the cabinet above the front I/O (14' unit)	\$	incl.
78 . 120VAC duplex at the laydown O2 box in standard location	\$	incl.
79 . 120 VAC quad outlet at the action wall – Location 8	\$	incl.
80 . Standard laydown O2 box w/ aluminum lid	\$	incl.
81 . Standard front wall cabinet and cabinet above the Front I/O to accommodate the taller Front I/O	\$	incl.
82 . Akro bins – 36 small ((12) blue, (12) red, (12) yellow), 18 large ((6) blue, (6) red, (6) yellow)	\$	375.00
83 . Standard front corner area	\$	incl.
84 . 3 receptacle 12VDC outlet, NO medical diode isolator on driver's side wall in front corner area	\$	100.00
85 . Bolster cabinet at the head of the squad bench w/ trash can & sharps container	\$	450.00
86 . Squad bench cabinet w/ padded trim	\$	600.00
87 . 22 pocket acrylic organizer above the squad bench	\$	600.00
88 . Taller Front I/O w/ two adjustable shelves w/ compartment below on a unit with a 4" drop	\$	incl.
89 . Reinforced Lexan doors with Eberhard latches for Front	\$	500.00
90 . Ribbed rubber on front I/O shelf/shelves	\$	incl.
91 . Blue captain's chair with built-in child safety seat	\$	700.00
92 . Blue cushions including double CPR seat w/ non-locking lid, squad bench & cushion above the rear entry door	\$	N/C
Total	\$	7,075.00

Additional items for your consideration (not included in above total):

Whelen 295HFSC9 siren in lieu of standard	\$	225.00
Dual aluminum cup holder mounted on console (discuss location)	\$	125.00
3 high glove box holder on rear wall of truck cab	\$	150.00
3M Diamond Grade 2'x2' white conspicuity squares on inside of side and rear entry doors panels	\$	250.00
30 amp Kussmaul auto-eject shore power outlet in lieu of standard (discuss location)	\$	450.00
Whelen Pioneer Plus dual panel scene lights (floodlight PFP2) on two switches in lieu of standard	\$	2,700.00
Voyager back up camera system w/ color LCD monitor mounted in cab	\$	1,600.00
Voyager camera mounted inside module	\$	550.00
Engel 15 qt. refrigerator w/ 120VAC adapter and locking hasp	\$	900.00
Knox MedVault w/ WiFi	\$	2,700.00

Knox MedVault software (this is a one time charge and will not be necessary on future units).	\$	275.00
Ferno LifePak 12/15 bracket at action wall	\$	800.00
Extra overhead grab rails	\$	200.00

Terms and Conditions

- 1 . This quote is valid for 90 days.
- 2 . Please make your purchase order out to Frazer, Ltd. (7219 Rampart, Houston, TX 77081). Please email a copy of your purchase order with this quote to sales@frazerbilt.com.
- 3 . Please note, payment for the entire purchase is due upon receipt and acceptance of completed unit.
- 4 . To minimize delays, customer provided items should be present prior to unit production start.
- 5 . Frazer will provide a weight slip with accompanying scale calibration certification. Your local vehicle registration office may require a state certified weight slip for registration. Should that be the case, you will need to weigh the vehicle at a local weigh station that provides a weight slip with the department of agriculture seal prior to registration.
- 6 . *Striping and lettering pricing may be adjusted based on the company's scheme. Striping and lettering pricing includes two hours' design time in the base price. Additional design time for more extensive graphics and/or multiple changes is quoted at \$100/hour.

Thank you for the opportunity to quote this job. If you have any questions please call me at 888-372-9371.

Best Regards,



Laura Richardson
Frazer, Ltd.

LGR: KVG

Item #:	
Fiscal Impact:	\$167,140.00
Funding Source:	Fitness Center R&R Fund & City Capital Improvement Account
Account #:	24-9627-40750-00000-0000 City Capital Improvement Account
Budget Opening Required:	Yes

ISSUE:

A resolution awarding a contract for the replastering of the leisure pool and replacement of two interactive pool toy features at the West Valley City Family Fitness Center.

SYNOPSIS:

West Valley City solicited proposals for the replastering of the leisure pool and replacement of two interactive pool toy features at the Family Fitness Center. One company, Teca Aquatics Innovations, Inc., responded and was selected.

BACKGROUND:

The Parks & Recreation Department publicly advertised for proposals for the replastering of the leisure pool at the Family Fitness Center as well as the replacement of two interactive toy features. The plaster in the leisure pool has thinned, and hollow spots are present, where there is separation from the concrete. The two toy features have significant wear, including leaking issues below the pool, which have required that some features be closed.

The project was posted on BidSync and posted in the newspaper. Four companies were personally contacted. Teca Aquatics Innovations, Inc. was the only company to submit a proposal. The proposal is within the Fitness Center's estimates for the requested work. The Family Fitness Center has worked with this company in the past and has found them to be a reputable company. The service they previously performed was high-quality, as was their product.

RECOMMENDATION:

City staff recommends approval of the resolution.

SUBMITTED BY:

Kevin Astill, Parks & Recreation Director
Nancy Day, Family Fitness Center Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AWARDING A CONTRACT TO TECA
AQUATICS INNOVATIONS, INC., FOR REPLASTERING
OF THE LEISURE POOL AND REPLACEMENT OF TWO
INTERACTIVE POOL TOY FEATURES AT THE WEST
VALLEY CITY FAMILY FITNESS CENTER.**

WHEREAS, the Parks & Recreation Department solicited proposals from qualified vendors to replaster the leisure pool and replace two interactive pool toy features at the Family Fitness Center (hereinafter referred to as “the Project”); and

WHEREAS, one vendor, Teca Aquatics Innovations, Inc. (hereinafter referred to as “TAI”), submitted a proposal within the guidelines established; and

WHEREAS, the proposal submitted by TAI was determined to be the best, most responsible and responsive proposal received, and to meet all other specifications for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the citizens of West Valley City to award a contract for the Project to TAI;

NOW, THEREFORE, BE IT RESOLVED by City Council of West Valley City, Utah, as follows:

1. TAI is hereby awarded the contract for the Project, in an amount not to exceed \$167,140.00.
2. The Mayor is hereby authorized to execute, for and in behalf of the City, any documents necessary to complete said contract, subject to approval of the final form of the contract by the City Manager and the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WEST VALLEY CITY AGREEMENT FOR SWIMMING POOL UPDATES

THIS AGREEMENT is made this _____ day of _____, 2016, by and between West Valley City, a municipal corporation of the State of Utah (hereinafter referred to as “the CITY”), and Teca Aquatics Innovations, Inc., a corporation (hereinafter referred to as “TAI”). The CITY and TAI are collectively referred to as “the Parties” or individually as a “Party.”

W I T N E S S E T H :

WHEREAS, the West Valley City Family Fitness Center requires updates to the swimming pool, which include replastering of the pool surface, and new pool activity toys (hereinafter referred to as “the Project”); and

WHEREAS, the CITY published a Request for Proposals (hereinafter referred to as “the RFP”) for the Project, and TAI submitted the lowest responsive, responsible proposal (hereinafter “the Proposal”) for the Project; and

WHEREAS, the CITY and TAI desire to enter into an agreement for the Project based on the Proposal;

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the Parties agree as follows:

A G R E E M E N T :

1. **TAI Obligations.** TAI shall provide all labor and materials contained in the Proposal for the Project, which is attached hereto as Exhibit A and incorporated herein. The Project shall be completed for the guaranteed maximum price of \$167,140 (hereinafter referred to as “GMP”), unless the CITY authorizes changes that increase the cost of the Project. Any costs above \$167,140 for the completed Project that are not approved by the CITY shall be solely the responsibility of TAI.
2. **Terms and Conditions.** TAI agrees to provide the materials and perform the work necessary to complete the Project in accordance with the following terms and conditions:
 - a. **Legal Requirements.** TAI shall complete the Project in accordance with laws, ordinances, rules, regulations, and lawful orders of public authorities and in accordance with the requirements set forth in this Agreement, the RFP, and the Proposal.

- b. **Project Schedule.** TAI shall commence work on the Project by September 18, 2016 and shall complete the Project by October 20, 2016.
- c. **Deliverables.** Before final payment for the Project, TAI shall deliver to the CITY:
 - i. All materials and supplies contained in the Proposal;
 - ii. The completed replastered swimming pool with new activity pool toys in accordance with the Proposal, ready for the pool to open to the public for swimming; and
 - iii. All drawings, specifications, and warranty information on all materials and supplies incorporated in the Project.
- d. **Change Orders/Changes in the Work.** All changes in the materials, supplies, labor, etc., must be approved by the CITY in writing. All changes in the Project and/or the Proposal must be approved by the CITY in writing.
- e. **Warranty.** TAI warrants to the CITY that materials and equipment furnished under this Agreement will be of good quality and new, that the Project will be free from defects not inherent in the quality required or permitted by the RFP, the Proposal, or this Agreement, and that the Project will conform with the requirements of the RFP, the Proposal, and this Agreement. Any aspect of the Project not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. TAI's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by TAI, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the CITY, TAI shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

All labor and materials shall be guaranteed for a period of one (1) year from the date of completion of the Project, unless otherwise agreed upon in writing by the CITY and TAI. TAI shall secure and deliver to the CITY written warranties and guarantees from its subcontractors, sub-subcontractors, and suppliers bearing the date of completion done pursuant to such warranties, together with assignments thereof, if necessary. Notwithstanding anything above to the contrary, TAI shall endeavor to secure warranties enforceable by the CITY from manufacturers, which warranties extend beyond one (1) year from the date of completion.

- f. **Subcontractors and Suppliers.** TAI assumes all responsibility for the timely completion of the Project, including the performance of and payment to any and all subcontractors. TAI shall not allow any liens or encumbrances to be filed on the Project. TAI indemnifies the CITY from all claims and causes of action related to any subcontractors and/or suppliers of the Project.

- g. **Safety of Personnel and Materials.** TAI shall be responsible for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:
- i. Employees on the Project and other persons who may be affected thereby;
 - ii. The Project and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of TAI or TAI's subcontractors or sub-subcontractors; and
 - iii. Other areas around the swimming pool designated for removal, relocation, or replacement in the course of construction.

TAI shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. TAI shall erect and maintain, as required by existing conditions and performance of this Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for the Project, TAI shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

The CITY reserves the right to require TAI to stop work immediately if an unsafe practice or condition is observed in the CITY's sole discretion.

- h. **Insurance.** TAI shall secure and maintain throughout the period of this Agreement such insurance as will protect the CITY and TAI with respect to the services under this Agreement, from claims of any kind and nature whatsoever in accordance with the following limits and conditions:

Commercial General Liability Insurance. Commercial general liability insurance covering bodily injury liability and property damage liability with a per-occurrence limit of no less than \$2,000,000, and a general aggregate limit not less than \$3,000,000.

Comprehensive (Hired or Non-Owned) Automobile Liability Insurance. Commercial auto insurance covering bodily injury liability and property damage liability with a per-occurrence limit of no less than \$2,000,000.

Worker's Compensation. Workers compensation insurance in an amount not less than the statutory limits required by law.

Employer's Liability Insurance. Commercial general liability insurance that covers employer liability in an amount not less than \$2,000,000.

The CITY shall be named as an additional insured on all insurance policies that are required in accordance with this Section. TAI shall notify the CITY at least thirty (30) days before any cancellation of or changes in any of the insurance policies that are required in accordance with this Section.

- j. **Performance/Payment Bonds.** TAI shall provide a performance bond and payment bond equal to one hundred percent (100%) of the GMP. The bonds shall be in a form acceptable to the CITY. The bonds shall name the CITY as a third-party obligee and shall be enforceable by the CITY, even if TAI's services are terminated pursuant to the provisions of this Agreement.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, TAI shall promptly furnish a copy of the bonds or shall permit a copy to be made.

3. **CITY's Rights and Obligations.**

- a. **Compensation.** In consideration for the work performed by TAI, as set forth in Sections 1 and 2 above, the CITY agrees to pay TAI the GMP. The CITY shall pay TAI 50% of the GMP prior to the commencement of work on the Project, and shall pay the remaining 50% after the CITY'S Representative approves the work and payment for completion of the Project. The CITY reserves the right to withhold payment for any unapproved change in the installation, supplies, or materials for the Project; for any substandard installation as determined by the CITY; or for any substandard or unacceptable supplies or materials used for the Project, as determined by the CITY.
- b. The CITY's acceptance of and/or payment for the Project installation, supplies, or materials shall not constitute a waiver of any claims, rights, or remedies.
- c. The CITY reserves the right to stop the installation of the Project at any time for a period of not more than thirty (30) days, after which time the CITY shall either resume the installation of the Project, or terminate this Agreement in accordance with the Termination provisions of this Agreement.
4. **Term of Agreement.** This Agreement shall commence upon execution by the Parties and shall continue until Termination pursuant to Section 5 of this Agreement or until completion of the Project.

The CITY and TAI expect the Project to be completed by October 20, 2016. However, the expected completion time may be extended by the CITY, at the CITY's sole discretion.

5. **Termination.**

- a. In the event TAI fails to comply with any provisions of this Agreement, or if the progress or quality of the work is unsatisfactory, the CITY may serve written notice thereof upon TAI, and if TAI fails within a period of three (3) days thereafter to correct failure, the CITY may terminate this Agreement upon written notice to TAI. Upon such termination, TAI shall immediately cease its performance of this Agreement and shall deliver to the CITY all completed or partially completed satisfactory work, supplies and materials, and the CITY shall determine and pay to TAI the amount due for such satisfactory work, supplies and materials.
 - b. If TAI fails to fulfill its obligations under this Agreement in a timely and proper manner, or if it violates any of the terms of this Agreement, the CITY shall have the right to immediately terminate this Agreement, subject to the notice requirements of Subsection 5(a) above, and withhold payments in excess of fair compensation for work completed. The term “breach of agreement” specifically includes, but is not limited to, failure to comply with any applicable federal, state, or local laws or regulations. Notwithstanding the above, TAI shall not be relieved of liability to the CITY for damages sustained by virtue of any breach by TAI.
6. **CITY Representative.** The CITY hereby appoints Kevin Astill, or his designee, as the CITY’s representative for this Agreement, to ensure that the work performed by TAI is timely and adequately performed, and to provide for CITY approvals as may be required by this Agreement or the nature of the work. The CITY’s representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion.
7. **Additional Conditions.** The CITY shall provide, if applicable, any additional conditions to TAI in writing.
8. **Independent Contractor.** It is understood and agreed that TAI is an independent contractor, and that the officers and employees of TAI shall not be employees, officers, or agents of the CITY; nor shall they represent themselves to be CITY employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to CITY employees.
9. **Conflict of Interest.** TAI warrants that no CITY employee, official, or agent has been retained by TAI to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of TAI, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation.
10. **Indemnification.** To the fullest extent permitted by law, TAI agrees to indemnify, defend, and hold the CITY harmless from and against any and all lawsuits, damages, and expenses, including court costs and attorney’s fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against the CITY for damages because of bodily injury, death, and/or property damages (environmental and otherwise) arising out of, or in consequence

of, the performance of services under this Agreement, to the extent that such bodily injuries, death, and/or property damages are attributable to the negligence of TAI and/or TAI's servants, agents, employees, and/or assigns. As used in this section, the CITY shall also refer to the officers, agents, assigns, volunteers, and employees of the CITY. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the sole negligence of the CITY after the execution of this Agreement. The indemnification provisions of this Section shall survive the termination of the Agreement.

11. **Subcontract Assignment.** This Agreement is not assignable.
12. **Non-Waiver.** Failure on the part of a Party hereto to complain of any action or non-action on the part of the other Parties hereto, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party hereto to or of any action of the other Parties hereto requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.
13. **Attorney's Fees.** In the event of default hereunder, the defaulting Party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether work is performed by in-house or outside counsel and whether costs are incurred through initiation of legal proceedings or otherwise.
14. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the Parties.
15. **Entire Agreement.** This Agreement contains the entire agreement between the Parties, and no statement, promise, or inducements made by either Party or agents for either Party, which are not contained in this written Agreement, shall be binding or valid.
16. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all of the Parties hereto.
17. **Applicable Law.** This Agreement shall be governed by the laws of the State of Utah.
18. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any Party or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows:

If to the Company:

Teca Aquatics Innovations, Inc.
Attn: Steven Payne, Vice-President
2052 South 550 West
Syracuse, Utah 84075
Telephone: (801) 879-1261

If to the CITY:

West Valley City Family Fitness Center
Attn: Kevin Astill, Parks & Recreation Director
5415 West 3100 South
West Valley City, Utah 84120
Telephone: (801) 955-4007
Facsimile: (801) 955-4019

With a copy to:

West Valley City
Attn: Claire Gillmor, City Attorney
3600 Constitution Boulevard
West Valley City, Utah 84119
Telephone: (801) 963-3271
Facsimile: (801) 963-3366

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

(Signatures follow on the next page.)

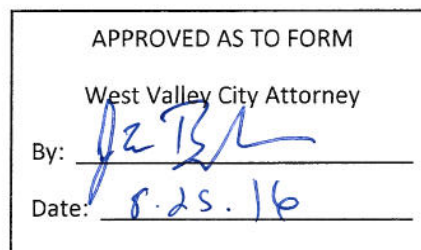
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WEST VALLEY CITY

Ron Bigelow, Mayor

ATTEST:

Nichole Camac, City Recorder



TECA AQUATICS INNOVATIONS, INC.

By: _____

Title: _____

STATE OF UTAH _____)
: ss.
COUNTY OF SALT LAKE _____)

On this _____ day of _____, 2016, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ [title] of Teca Aquatics Innovations, Inc., a corporation, and that this West Valley City Agreement for Swimming Pool Updates was signed by him/her on behalf of said corporation by authority of its bylaws or of a resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

Notary Public

EXHIBIT A

PROJECT PROPOSAL



Proposal

Chad George
Maintenance Supervisor

8-16-16

Clint Burnham
Aquatics Manager

West Valley City Family Fitness Center
5415 West 3100 South
West Valley, UT. 84119

Re: RFP received via email

Activity pool replaster:

Remove existing plaster down to original shotcrete shell, approximately 90% of plaster to be removed. Dispose of plaster chips. Wash and clean shotcrete. Replace/repair any chipped or damaged tile during the demolition process. Replaster pool with 3 coats of white marbelite pool plaster. Provide proper start-up, including the removal of plaster dust. Turn pool over to city with proper chemical balance and circulation of pool.

Total: \$42,460.00

Activity pool toys:

Remove and dispose of existing activity elements. Sawcut, demo, and dispose of approximately 30 sq. ft. of concrete pool floor. Re-plumb per requirements. Change grade in sloped floor. Provide engineering for footings and rebar in floor. Install proposed slide/dumping bucket structure.

Modify existing water supply piping and transition to “palm drop” with flow control valve inside trunk.

Total: \$124,680.00

Warranty:

play products and installation shall be free from defects for the period of (1) year from the date of acceptance by West Valley City

Timeframe:

Pool play items are manufactured on a per order basis and proposed items are not sitting on a shelf waiting to be shipped. Average time for manufacturing and shipping is 30 days from placement of order. Installation would take approximately 5 days.

Plaster is a more controlled process and is performed locally, generally 2 to 3 days of demolition, 1 to 2 days clean-up, 1 day to plaster, and approximately 5 days for start-up and achieving chemical balance.

References:

City of St. George, Utah
John Stucki (435)703-0981

City of Washington, Utah
Benjamin Rae (435)656-6357

Raging Waters, San Jose, California
James Judy (408)859-4612

Thank you for the opportunity to present a bid for proposed project. We hope that this presentation confirms our sincere desire to be of service to West Valley City. Should you have any questions or concerns, please don't hesitate to contact us.

Respectfully submitted,

Steven Payne

V.P. – Teca Aquatics Innovations, Inc.



TECAAQU-01

KBEAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beehive Insurance Agency 302 West 5400 South #101 Salt Lake City, UT 84107-8225	CONTACT NAME: Kim Beal PHONE (A/C, No, Ext): (801) 685-6860 6874 FAX (A/C, No): (801) 685-2899 E-MAIL ADDRESS: kbeal@beehiveinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: Progressive Casualty Company INSURER C: Workers Compensation Fund of Utah (WCF) INSURER D: INSURER E: INSURER F:
INSURED Teca Aquatics Innovations, Inc 2062 South 550 West Syracuse, UT 84075	NAIC # Y2990 10033

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

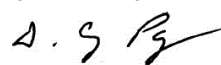
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLX0677-02	03/28/2016	03/28/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			031426682	05/30/2016	05/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	3297164	04/19/2016	04/19/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Vistana California Management Inc 71777 Dinah Shore Drive Rancho Mirage, CA 92270	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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Proposal

Chad George
Maintenance Supervisor

8-16-16

Clint Burnham
Aquatics Manager

West Valley City Family Fitness Center
5415 West 3100 South
West Valley, UT. 84119

Re: RFP received via email

Activity pool replaster:

Remove existing plaster down to original shotcrete shell, approximately 90% of plaster to be removed. Dispose of plaster chips. Wash and clean shotcrete. Replace/repair any chipped or damaged tile during the demolition process. Replaster pool with 3 coats of white marbelite pool plaster. Provide proper start-up, including the removal of plaster dust. Turn pool over to city with proper chemical balance and circulation of pool.

Total: \$42,460.00

Activity pool toys:

Remove and dispose of existing activity elements. Sawcut, demo, and dispose of approximately 30 sq. ft. of concrete pool floor. Re-plumb per requirements. Change grade in sloped floor. Provide engineering for footings and rebar in floor. Install proposed slide/dumping bucket structure.

Modify existing water supply piping and transition to “palm drop” with flow control valve inside trunk.

Total: \$124,680.00

Warranty:

play products and installation shall be free from defects for the period of (1) year from the date of acceptance by West Valley City

Timeframe:

Pool play items are manufactured on a per order basis and proposed items are not sitting on a shelf waiting to be shipped. Average time for manufacturing and shipping is 30 days from placement of order. Installation would take approximately 5 days.

Plaster is a more controlled process and is performed locally, generally 2 to 3 days of demolition, 1 to 2 days clean-up, 1 day to plaster, and approximately 5 days for start-up and achieving chemical balance.

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John Stucki (435)703-0981

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Respectfully submitted,

Steven Payne

V.P. – Teca Aquatics Innovations, Inc.

Item #:	
Fiscal Impact:	n/a
Funding Source:	RDA
Account #:	45-9610-40750-75202-0000
Budget Opening Required:	No

ISSUE:

Agreement between West Valley City and the Utah Transit Authority for Bus Rapid Transit Changes

SYNOPSIS:

An agreement to facilitate a change in 3500 South BRT lanes and routes to facilitate the construction of a new road and traffic signal at 3030 West.

BACKGROUND:

The next phase of the Fairbourne Station roadways includes the construction of a new road at 3030 West between Lehman Avenue and 3500 South. 3030 West will be signalized at 3500 South, with left turn lanes from westbound 3500 South to southbound 3030 West. Currently the lanes needed for the turn lanes are occupied by UTA's Bus Rapid Transit (BRT) lines. UTA agrees to give up the use of the BRT lanes between 3030 West and Market Street, in exchange for the construction of two new BRT stations on 3030 West and the relocation of an existing station from Lehman Avenue to Market Street.

The West Valley City Council previously reviewed an agreement with UTA for the same project. Prior to execution by both parties, UTA proposed changes that are reflected in this agreement.

A permit for the work on 3500 South has been received from UDOT.

RECOMMENDATION:

Approval and Execution of the Agreement

SUBMITTED BY:

Daniel Johnson, P.E., City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN
WEST VALLEY CITY AND THE UTAH TRANSIT
AUTHORITY FOR THE REROUTING OF BUS RAPID
TRANSIT SERVICE IN FAIRBOURNE STATION.**

WHEREAS, West Valley City (the “City”) desires to enter into an agreement with the Utah Transit Authority (“UTA”) to reroute bus rapid transit service to better serve the needs of residents, visitors, and patrons within the Fairbourne Station area; and

WHEREAS, UTA is willing and able, with the City’s assistance, to reroute said bus rapid transit service; and

WHEREAS, an agreement has been prepared for execution by and between the City and UTA, a copy of which is attached hereto and entitled “Agreement Between West Valley City and the Utah Transit Authority for Bus Rapid Transit Changes” (hereinafter the “Agreement”), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement with the Utah Transit Authority;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement for and in behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

AGREEMENT
BETWEEN WEST VALLEY CITY
AND THE UTAH TRANSIT AUTHORITY
FOR BUS RAPID TRANSIT CHANGES

THIS AGREEMENT (the “Agreement”) is entered into the _____ day of _____, 2016, by and between West Valley City, (the “City”) and the Utah Transit Authority (the “UTA”). UTA and the City are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, UTA operates a Bus Rapid Transit corridor on 3500 South (“BRT”) as part of its public transit system; and

WHEREAS, new development in the City’s area known as Fairbourne Station requires new streets and an alternative traffic configuration; and

WHEREAS, the City desires that a portion of the BRT lanes on 3500 South be removed to allow for the construction of a new traffic signal at 3030 West and 3500 South; and

WHEREAS, the City and UTA desire to cooperate in the development of improvements to allow for the construction of a new road, the rerouting of BRT service, and the construction and relocation of appropriate BRT stations; and

WHEREAS, the City and UTA desire to coordinate efforts and commit to certain obligations as set forth herein for the foregoing changes in order to facilitate reliable transit service in West Valley City; and

WHEREAS, this Agreement is entered into pursuant to the authority of applicable Utah law;

NOW, THEREFORE, in consideration of the premises and for and in consideration of the valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. City Obligations. The City shall perform the following:
 - A. Installation of New Road and Traffic Signal at 3030 West 3500 South. The City has contracted for design of, and shall install, (1) a new road at 3030 West from 3500 South to Lehman Avenue and (2) a new traffic signal at 3030 West 3500 South. The new 3030 West shall be constructed pursuant to and in accordance with the design drawings dated April 14, 2016, as reviewed and approved by UTA. In the event the design drawings are modified, City shall provide the revised drawings to UTA for review and approval. City acknowledges that all design must meet UTA’s BRT Design Criteria, and that City has been provided

with a copy of the same. The traffic signal will be constructed to UDOT specifications and the signal will be operated and maintained by UDOT. The traffic signal shall include a left-turn lane turn-signal from west-bound 3500 South onto the new 3030 West. The new 3030 West shall be a dedicated City-owned road.

- B. Two (2) New BRT Stations and a Relocation of One (1) BRT Station. The City shall install two (2) new BRT Stations on 3030 West, and shall relocate an existing BRT Station from Lehman Avenue to Market Street in Fairbourne Station. The locations of the BRT Stations are identified on the map attached hereto as Exhibit "A" and incorporated herein. The BRT Stations shall be built substantially like the design attached hereto as Exhibit "B", which is hereby incorporated herein. City represents and warrants that the BRT Stations shall be constructed in accordance with ADA requirements.
- C. Power Connections. The City shall install conduit and facilities sufficient to allow UTA to power ticket vending machines at each BRT station described in Subsection 1(B) above.
- D. Coordination. The City agrees to coordinate construction and installation activities with UTA to facilitate continued and uninterrupted service for UTA patrons, including providing a written plan for access and circulation during construction and for transition to the station locations. City shall provide signage and information to the public sufficiently in advance of construction commencement and changes to BRT service.
- E. The City represents and warrants that the City has complied with all applicable City, State and Federal procurement requirements in connection with procuring contractors for the design and construction described herein.
- F. The City has bid a project and hired a contractor to complete the work described herein. The City's Contractor is required to provide canopies conforming to the specifications provided to the city by UTA.
- G. The City's Contractor has elected to coordinate with UTA to use existing excess canopy structures owned and stored by UTA in exchange for the contractor providing two (2) ticket vending machines, meeting the detailed specifications provided to the City's Contractor by UTA, compatible with UTA's existing vending machines, and install the same as part of the work. The City's Contractor has also confirmed that it will, in utilizing UTA's existing canopy structures, repair and upgrade those structures to a like-new condition prior to installation. City shall verify through its contractual relationship with City's Contractor that the work on the canopies and the ticket vending machines comply with the requirements hereof as a part of City's contract closeout with City's Contractor.

- H. City shall designate a Project Manager for the work described herein. The City's initial Project Manager shall be Dan Johnson (801-963-3228, Daniel.Johnson@wvc-ut.gov). City may change the Project Manager by giving written notice to UTA's Project Manager.

2. UTA's Obligations. UTA shall perform the following:

- A. BRT Lanes on 3500 South. UTA shall permit the Utah Department of Transportation ("UDOT") to convert the BRT lanes depicted in Exhibit A into dedicated southbound turn lanes with a separate left-turn signaled lane onto the new 3030 West Street.
- B. Reroute BRT. UTA shall reroute the BRT line such that the new street and new BRT Stations are utilized. The reroute shall follow the traffic pattern as set forth on the maps attached hereto as Exhibit "C and D" and incorporated herein.
- C. UTA shall provide detailed specifications to the City's Contractor for ticket vending machines that will meet the specifications sufficient to be compatible with UTA's other ticket vending machines, to be installed at two BRT stations.
- D. UTA shall provide to the City's Contractor, from UTA's existing inventory, canopy parts and materials sufficient for the Contractor to construct two (2) bus stop canopies approximately 50 feet in length, at the BRT stations.
- E. UTA shall designate a Project Manager for the work described herein. UTA's initial Project Manager shall be Grey Turner, gturner@rideuta.com, 801-309-3377. UTA may change the Project Manager by giving written notice to the City's Project Manager.

3. Conditions Precedent.

- A. The following are conditions precedent to the City's obligations pursuant to Section 1 of this Agreement and to UTA's obligations pursuant to Section 2 of this Agreement:
- i. Full UDOT approval for the conversion of the 3500 South BRT lanes between Market Street and 3030 West into southbound turn lanes, including approval of signalized separate left-turn lane as a part of the traffic signal.
 - ii. Full UDOT approval for the intersection at 3030 West 3500 South, including a traffic signal with separate left-turn signals.
 - iii. Full UDOT approval for the BRT reroute, as necessary.

- iv. Any other required approvals, including but not limited to any UTA, UDOT, FHWA, City building permits, or other governmental approvals, necessary to permit the changes to the BRT lanes and the reroute of BRT service.
 - B. If any of the conditions precedent in this Section 3 are not satisfied by December 31, 2018, the Parties shall have no further obligations and this Agreement shall terminate.
4. Schedule for Obligations. Once the new 3030 West street is complete and the new signal pursuant to Section 1.A. is powered and functional, the BRT lanes identified in Exhibit "A" shall be dedicated turn lanes. The new 3030 West street and signal shall be complete on or before December 31, 2018. In the event City has not commenced construction work on or before July 1, 2018, UTA shall have the right but not the obligation, to terminate this Agreement.
5. Approvals Required. The City shall be responsible for all permits and other legal requirements related to the new 3030 West street and BRT Stations. UTA shall assist the City, as requested by the City's Project Manager, in obtaining all UDOT approvals. The City shall submit to UTA's Project Manager for review and comment, the design plans for the BRT Stations and any modifications or requested changes thereto. Neither the City nor UTA shall be liable for any failure to obtain UDOT or other governmental approvals.
6. General Provisions. The following provisions are also integral parts of this Agreement:
- A. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
 - B. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
 - C. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
 - D. Waiver of Breach. Any waiver by a party of any breach of any kind or character whatsoever by another, whether direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.
 - E. Cumulative Remedies. The rights and remedies of the Parties shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

- F. Entire Agreement. The Parties expressly agree that this Agreement and the Exhibits attached hereto constitute the full and complete understanding and agreement of the Parties, and that this Agreement supersedes all prior understandings, agreements, and conversations between the parties, whether oral or written. Any prior negotiations, correspondence, or understandings related to the subject matter of this Agreement shall be deemed to be merged into this Agreement and the attached exhibits.
- G. Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- H. Assignability. This Agreement shall bind and inure to the benefit of the assignees, heirs, and successors in interest of the Parties. The Parties shall not assign any rights or delegate any obligations hereunder without the prior written consent of the other Parties.
- I. Time of Essence. Time is of the essence in this Agreement.
- J. Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.
- K. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the Parties at their respective addresses, addressed to the Project Manager for each party. All approvals of any Party hereto shall be effective only if given in writing or via e-mail.
- L. Governmental Immunity. All parties are governmental entities under the Governmental Immunity Act, therefore, consistent with the terms of the Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. The Parties do not waive any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and the Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement as of the day and year first above written.

(signatures follow)

WEST VALLEY CITY

By: _____

Name: _____

Title: Mayor

ATTEST:

City Recorder
APPROVED AS TO FORM

City Legal Counsel

UTAH TRANSIT AUTHORITY

By: _____

Name: _____

Title: _____

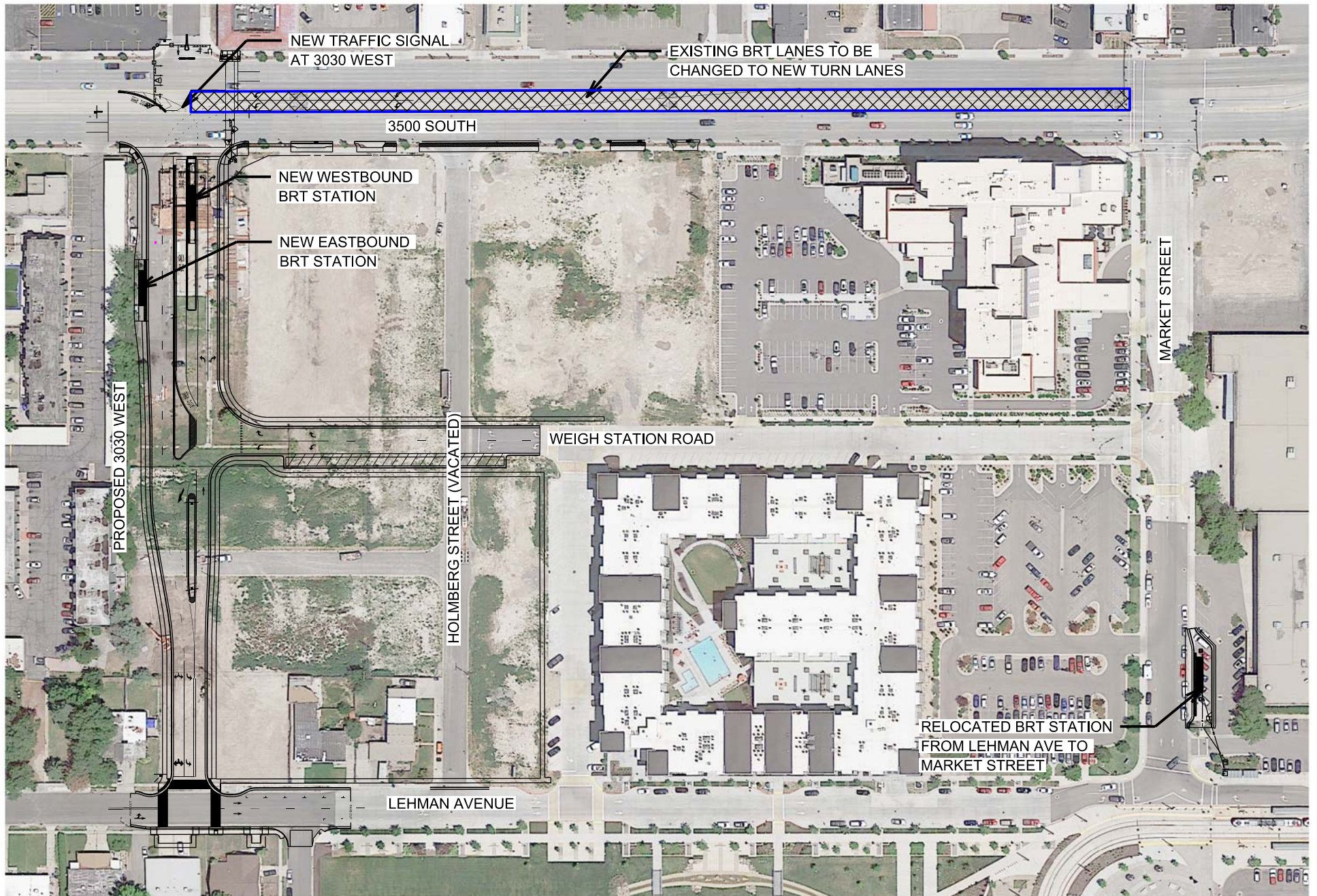
By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

UTA Legal Counsel



'EXHIBIT A'
PROPOSED ROADWAY & TRANSIT IMPROVEMENTS
AT FAIRBOURNE STATION

WALK TO BE 4" THICK WITH
COMPACTED BASE COURSE IN ALL
APPROACHES.

VARIES

4" UNTREATED BASE COURSE --
CONTROL JOINTS 4'-0"

PROPERLY PREPARED SUBGRADE

1" CHAMFER

2" MIN.

2:1 MAX.

TOP EL.

#5 BARS 32" O.C. EACH WAY

#5 @ 24" O.C.

#5 @ 24" O.C.

2" C.R.

VARIES 0'-0" TO 2'-8" (SEE PLANS)

10"

4"

1" CHAMFER

SCARIFY & RECOMPACT EXISTING SOL.

9'-0"

6'-0"

1'-3"

3" C.R.

FT. EL.

Technical drawing of a 6-inch concrete filled steel pipe. The drawing shows a cross-section of the pipe with a 4-inch thick concrete encasement. The pipe is 6 inches in diameter and 4 feet 6 inches long. The concrete encasement is 4 inches thick. The drawing includes dimensions for the pipe length (4'-6"), the concrete encasement thickness (4"), and the overall diameter (6"). Labels indicate the components: CAP POST WITH 1/2" SMOOTHED MOUNTED CONCRETE, 6" CONCRETE FILLED STEEL PIPE, 4'-6" LONG, PAINT W/PRIMER (1 COAT) AND YELLOW ENAMEL (2 COATS), 4" THICK CONCRETE ENCASUREMENT, and SIDEWALK/ASPHALT.

SEE STRUCTURAL DRAWINGS FOR FRAME AND CONNECTION DETAILS

ELECTRICAL CONDUITS THROUGH SLAB

SOIL

1'-6"

1'

1/4"

SLOPE

SEE SITE PLANS W/ CONTINUATION

5'

3" CLR.

7/8" ANCHOR BOLTS

#4 BARS @ 12" O.C. EACH WAY TOP & BOTTOM

FOOTINGS TO REST IN FIRM, UNDISTURBED NATURAL SOILS OR ENGINEERED COMPACTED FILL

6" CLR.

SEE NOTE 18, SHEET 2

UTA 
UTAH TRANSIT AUTHORITY

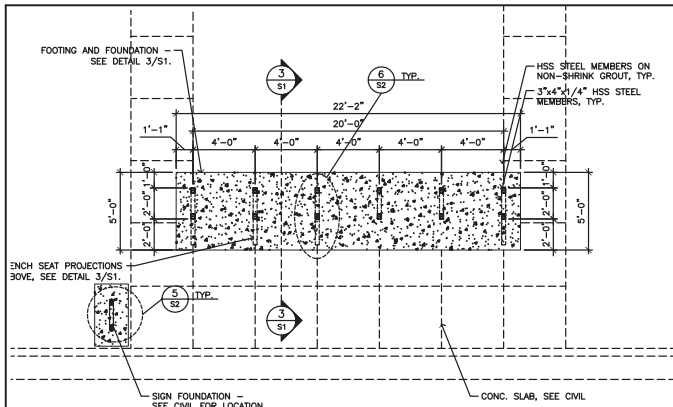
Approved By: _____

Designed By:	CLN
Drawn By:	CLN
Checked By:	—
Approved By:	—

3500 SOUTH BRT PROJECT
DETAILS

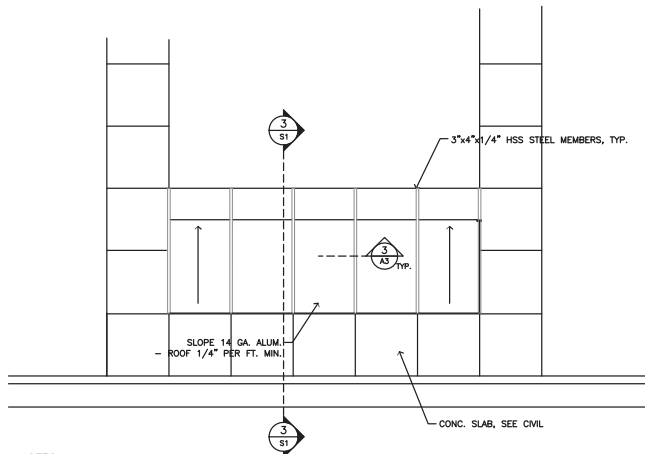
DETAILS

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Submittal Date	APRIL 2007	
UTA Contract No.:	UT-07-010VT	
Drawing No.:	D01	Sheet No.:



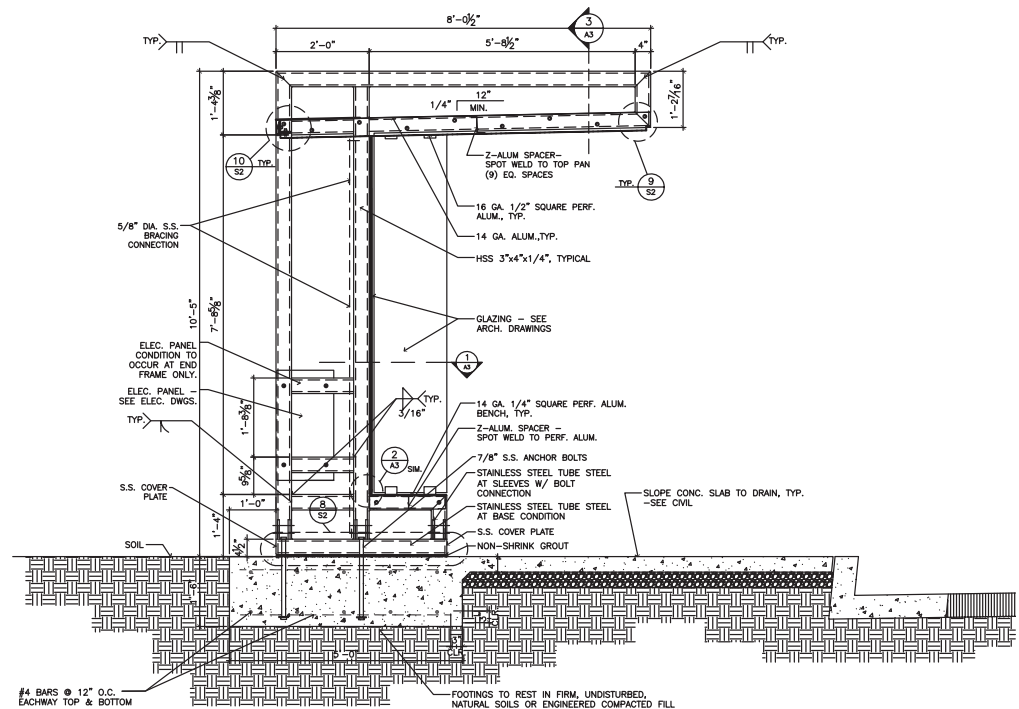
- NOTES:
1. ALL WORK SHALL CONFORM W/ THE REQUIREMENTS OF THE 2003 IBC AS ACCEPTED BY S.L. CITY/COUNTY.
 2. FOOTINGS TO REST IN FIRM, UNDISTURBED, NATURAL SOILS OR ENGINEERED COMPACTED FILL.

1 FOUNDATION PLAN
SCALE: 1/4" = 1'-0"



- NOTES:
1. ROOF DESIGN LOAD: SNOW LOAD = 30 P.S.F.

2 ROOF PLAN
SCALE: 1/4" = 1'-0"



3 TYPICAL FRAME ELEVATION
SCALE: 3/4" = 1'-0"

GENERAL NOTES

- PROVIDE TAMPER PROOF HARDWARE WHERE EXPOSED, TYP.
- ALL ALUMINUM (PANS, SEAT, & GLASS HOLD DOWNS) SHALL BE OF "AASM".
- ALL STEEL SHALL BE OF "AESS".
- PLUG AND PAINT HOLES THAT ARE DRILLED FOR ACCESS OF BOLT TIGHTENING.

△		
△		
△		
△		
△	APR. 2007	ISSUED FOR BID
△	3/19/07	SUBMITTED FOR FINAL REVIEW
REV	DATE	Description



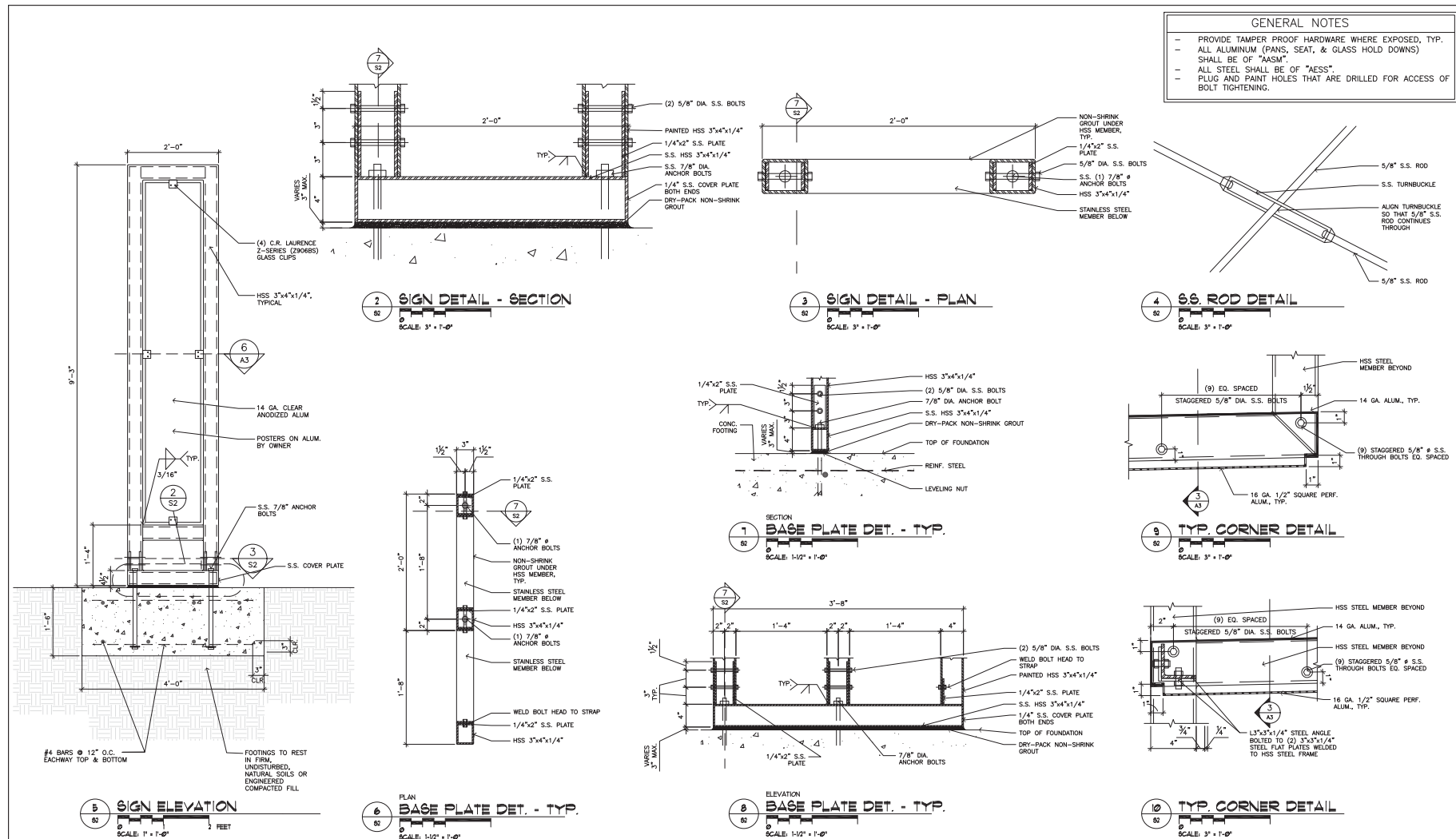
Approved By: _____

Designed By:
BHW
Drawn By:
ACJ
Checked By:
RES
Approved By:
HJ

3500 SOUTH BRT PROJECT

FOOTING & FOUNDATION PLAN - DETAILS

Scale:
CADD Filename:
Submital Date:
APRIL 2007
UTA Contract No.:
UT-07-010VT
Drawing No.:
Sheet No.:
S1



△		
△		
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△	04.25.07	ISSUED FOR BID
REV	DATE	DESCRIPTION

RES Consulting, LLC
BHW Engineers, LLC

Submitted By

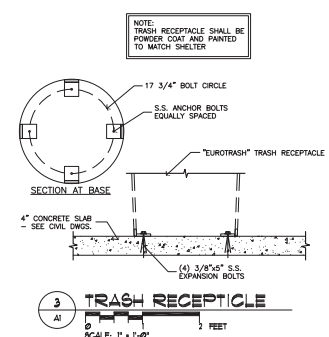
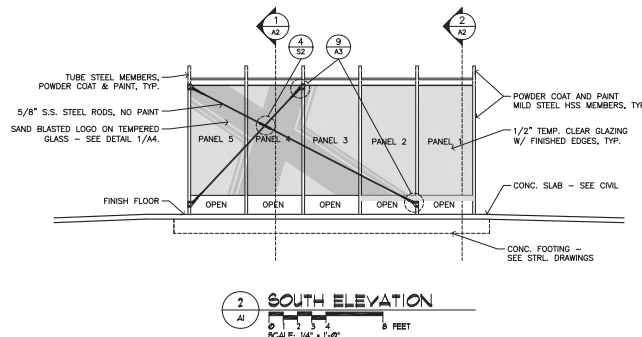
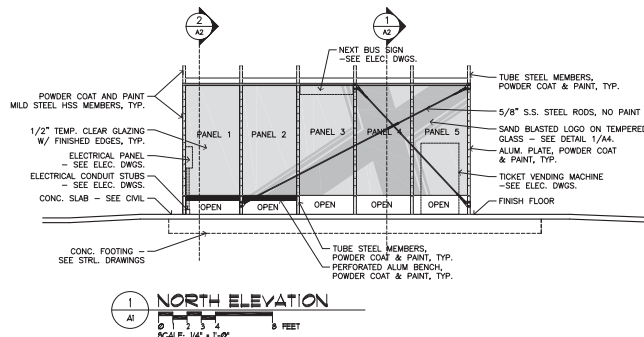


Approved By

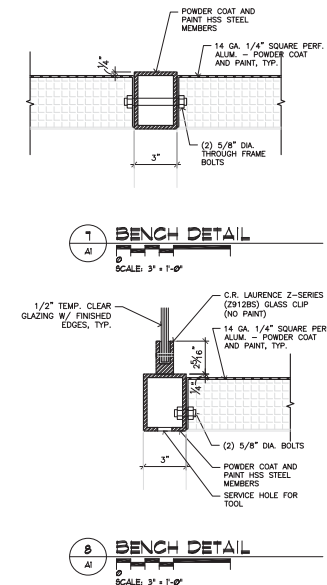
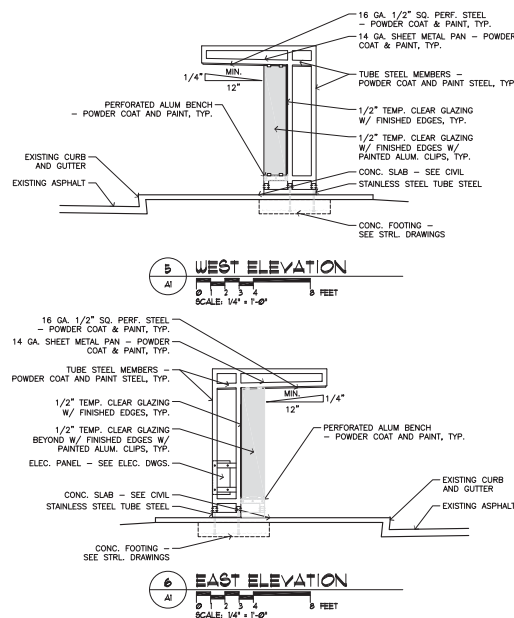
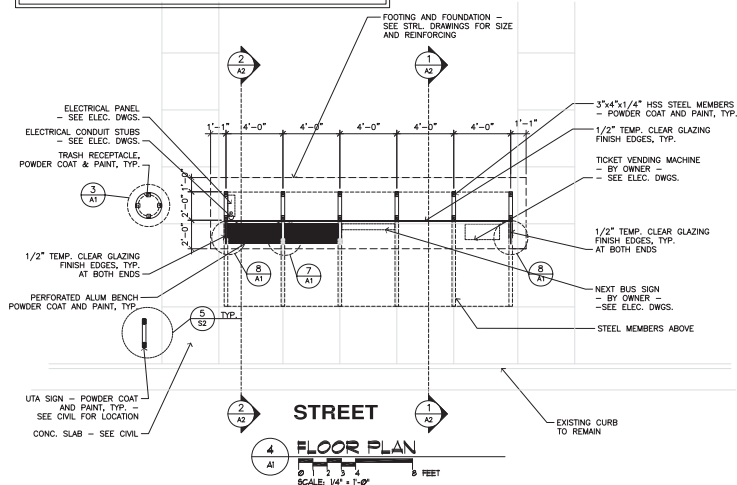
Designed By	BHW
Drawn By	ACJ
Checked By	RES
Approved By	HJ

3500 SOUTH BRT PROJECT
STRUCTURAL DETAILS

Scale:	
CADD Filename:	
Submital Date:	
UTA Contract No.:	UT-07-010VT
Drawing No.:	S2
Sheet No.:	



- GENERAL NOTES**
- PROVIDE TAMPER PROOF HARDWARE WHERE EXPOSED, TYP.
 - ALL ALUMINUM (PANS, SEAT, & GLASS HOLD DOWNS) SHALL BE OF "AASM".
 - ALL STEEL SHALL BE OF "AESS".
 - ALL ALUM., STEEL, AND S.S. SHALL BE POWDER COATED AND PAINTED, U.N.O.
 - ALL GLAZING SHALL BE TEMPERED.
 - COORDINATE ALL DRILLED HOLES FOR ELEC. CONDUIT W/ ELEC. DRAWINGS
 - PLUG AND PAINT HOLES THAT ARE DRILLED FOR ACCESS OF BOLT TIGHTENING.



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REV	DATE	DESCRIPTION
	04.25.07	ISSUED FOR BID

RES Consulting, LLC
BHW Engineers, LLC



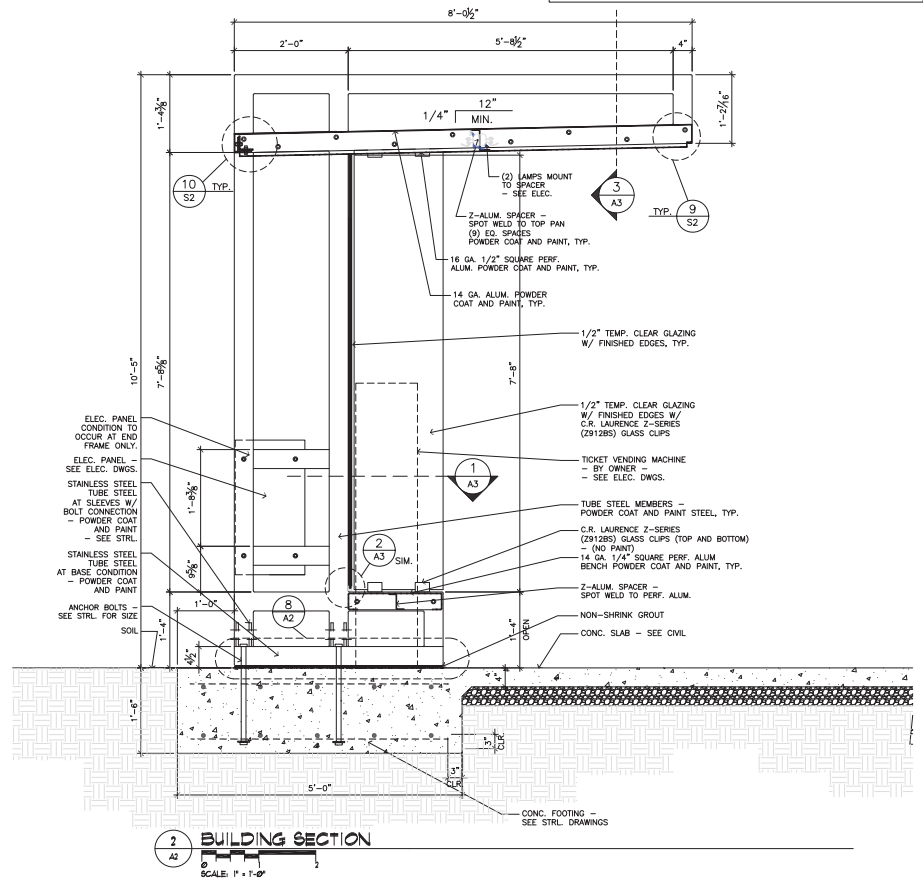
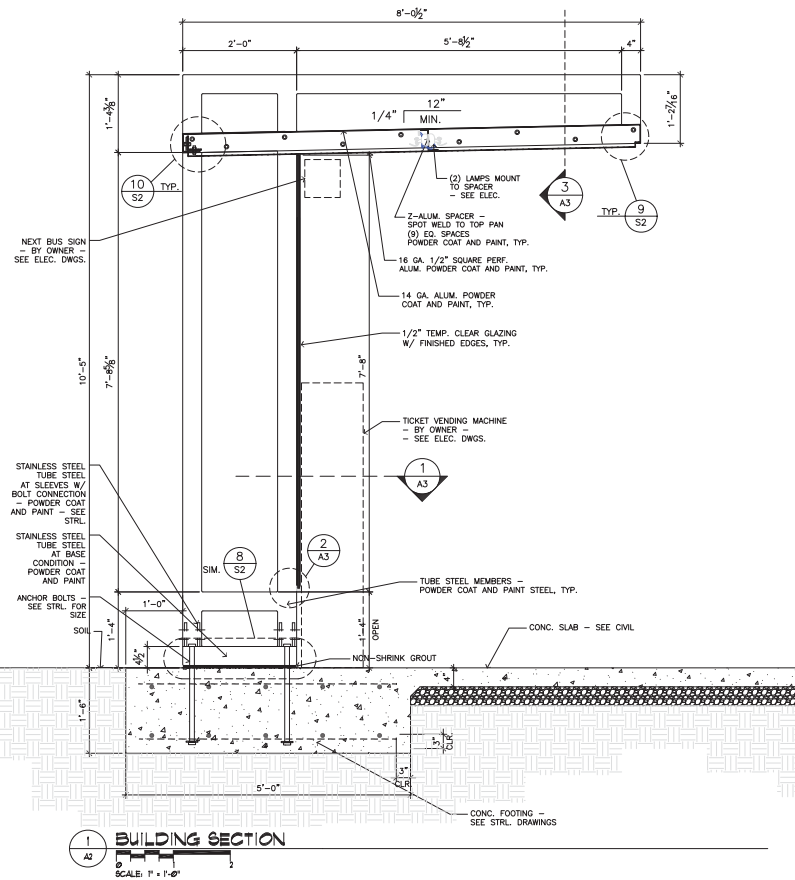
Designed By:	RES/ACJ
Drawn By:	ACJ
Checked By:	RES
Approved By:	HJ

3500 SOUTH BRT PROJECT
FLOOR PLAN - EXTERIOR ELEVATIONS

Scale:	
CADD Filename:	
Submital Date:	
UTA Contract No.:	UT-07-010VT
Drawing No.:	A1
Sheet No.:	

GENERAL NOTES

- PROVIDE TAMPER PROOF HARDWARE WHERE EXPOSED, TYP.
- ALL ALUMINUM (PANS, SEAT, & GLASS HOLD DOWNS) SHALL BE OF "AAS".
- ALL STEEL SHALL BE OF "AESS".
- ALL ALUM., STEEL, AND S.S. SHALL BE POWDER COATED AND PAINTED, U.N.O.
- ALL GLAZING SHALL BE TEMPERED.
- COORDINATE ALL DRILLED HOLES FOR ELEC. CONDUIT W/ ELEC. DRAWINGS
- PLUG AND PAINT HOLES THAT ARE DRILLED FOR ACCESS OF BOLT TIGHTENING.



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△	04.25.07	ISSUED FOR BID
REV	DATE	Description

RES Consulting, LLC
BHW Engineers, LLC

Submitted By



Approved By

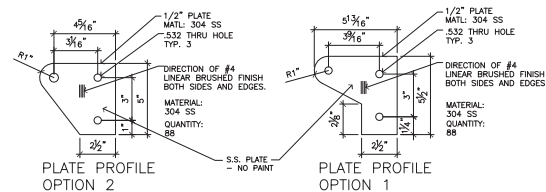
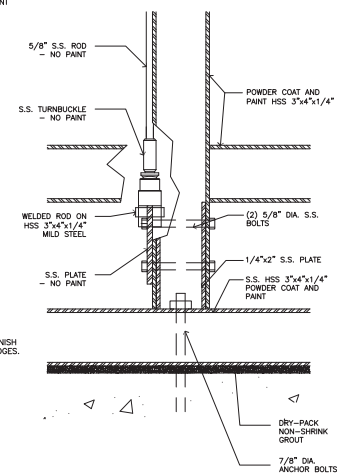
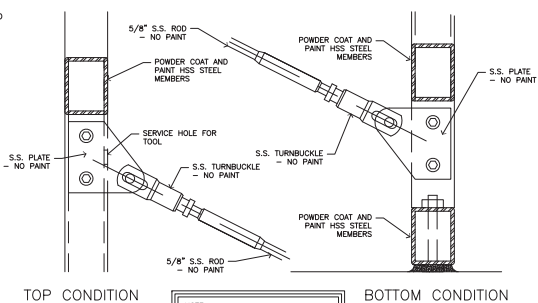
Designed By	RES/ACJ
Drawn By	ACJ
Checked By	RES
Approved By	HJ







3500 SOUTH BRT PROJECT
BUILDING SECTIONS

Scale:	
CADD Filename:	
Submital Date:	
UTA Contract No.:	UT-07-010VT
Drawing No.:	A2
Sheet No.:	



-
- 2'-0"
- 14 GA. CLEAR ANODIZED ALUM.
- HSS 3"x3"x1/4"
- 3/8"
- 3/8"
- 2'-0"
- 6 A3
- SIGN DETAIL - PLAN**
- 4 C.R. LAURENCE 2-SERIES CLIPS - NO PAINT



		
		
		
		
		
	04.25.07	ISSUED FOR BID
REV	DATE	Description

RES Consulting, LLC

BHW Engineers, LLC

Submitted By:



Approved By:

Designed By:	RES/ACJ
Drawn By:	ACJ
Checked By:	RES
Approved By:	HJ

3500 SOUTH BRT PROJECT

DETAILS

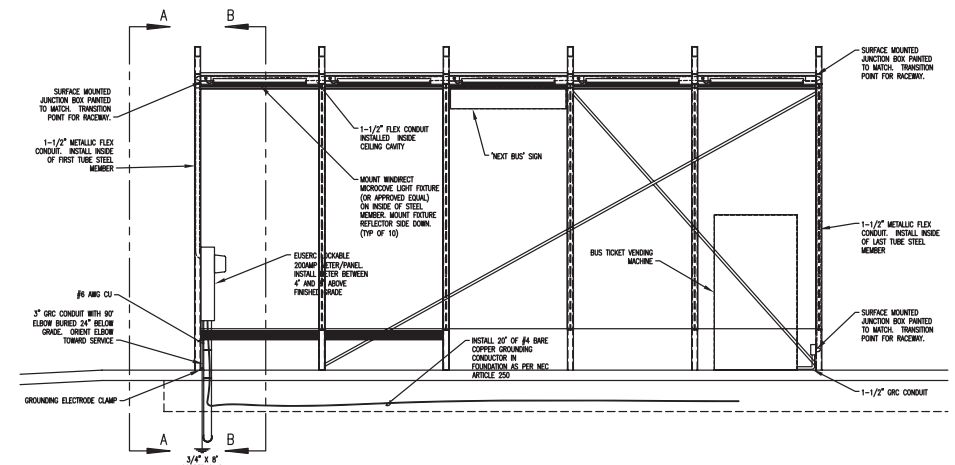
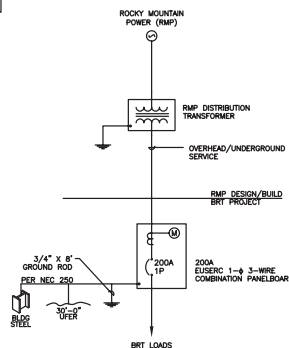
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Submittal Date:	
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UT# Contract No.:	
UT-07-010VT	
Drawing No.:	Sheet No.:
A3	



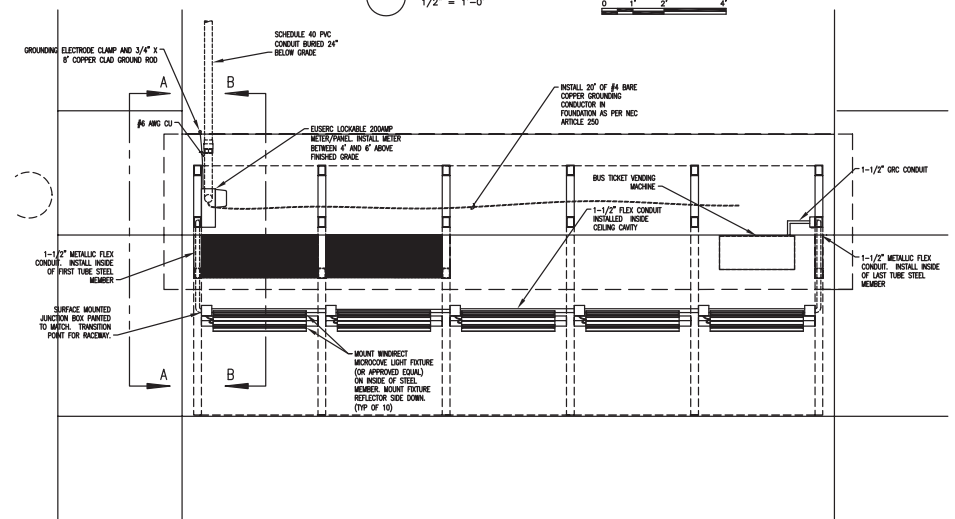
FIXTURE SCHEDULE				
TYPE	DESCRIPTION	CATALOG NUMBER	VOLTS	LAMPS
A1	WINDIRECT FLOURESCENT MICRO COVE SLIM MOUNT 36" SLIM MOUNT	P1-MC-13675/HO-120V-MCWA-BA-X MINORA LIGHTING	120	1-F30W 15/HO

PANELBOARD SCHEDULE

PANEL <u>P-1</u>	TYPE <u>EUSERC COMBINATION</u>	240/120 VOLTS	1 PH	3 W									
MOUNTING	DIMENSIONS	LOCATION	SEE DRAWING	<input checked="" type="checkbox"/> BREAKER <input checked="" type="checkbox"/> SURFED LUGS <input type="checkbox"/> ISO GROUND <input type="checkbox"/> 200% NEUTRAL									
<u>FLUSH</u> <input checked="" type="checkbox"/> SURFACE	15 W 5.5 D (in.) 29 H		AMP <u>200</u>										
BRANCH BREAKERS													
ITEM	AMPS	WIRE POLE SIZE	CIR. A	L PHASE LOAD	R PHASE LOAD	CIR. B	AMPS	WIRE POLE SIZE	CIR. C	D	E	ITEM	
LIGHTS *	30	1	12	1	500	2	2	2	2	2	2	SPARE	
LIGHTS	30	1	12	3	50	4	-	-	-	-	-	SPARE ONLY	
MOT	30	1	12	5	50	6	-	-	-	-	-	SPARE ONLY	
INST BUS SIGN	30	1	12	7	50	8	-	-	-	-	-	SPARE ONLY	
				1500	600							SPARE ONLY	
				2000	850	0	0					SPARE ONLY	
				2000	650	TOTAL						CONNECTED LOAD TOTAL	
				17	5	AMPS/PHASE						2650 W	
PHOTOCELL CONTROLLED-TORQ MODEL 2101										EQUIP RATING 10,000		AMPS RMS SYM.	



FRONT ELEVATION
UNDERGROUND SERVICE



PLAN VIEW
UNDERGROUND SERVICE

1 ONE-LINE DIAGRAM
NO SCALE

REV	DATE	Description

BNA
CONSULTING

635 South State Street
Salt Lake City, Utah 84111

P: 801.532.2196
F: 801.532.2305

www.bnaconsulting.com

© 2007 BNA CONSULTING

RES Consulting, LLC

BHW Engineers, LLC

Submitted By:

Approved By: _____



Designed By:	
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Drawn By:

Checked By:	
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Approved By	
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Scale:

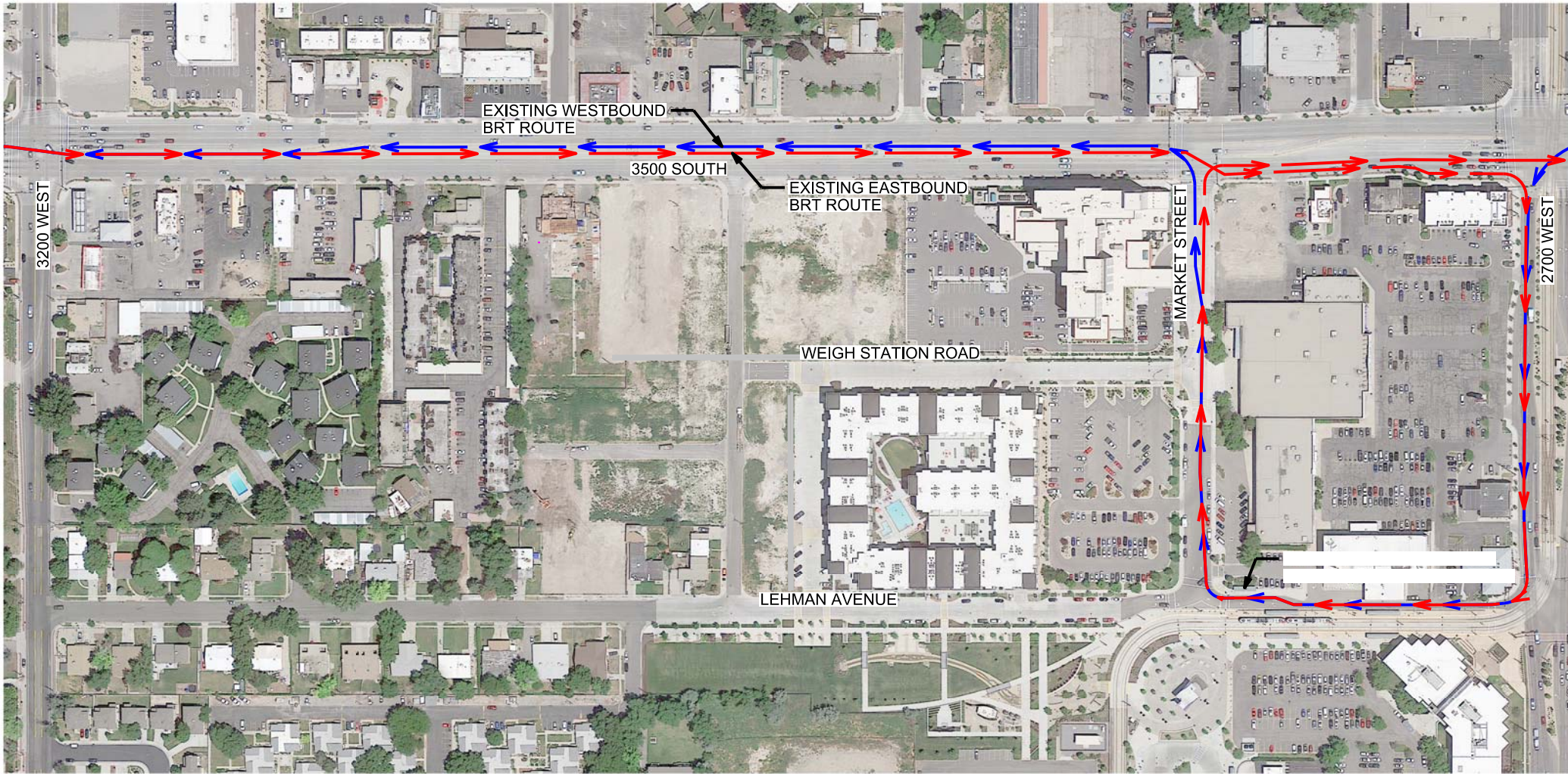
CADD Filename:

Submittal Date	
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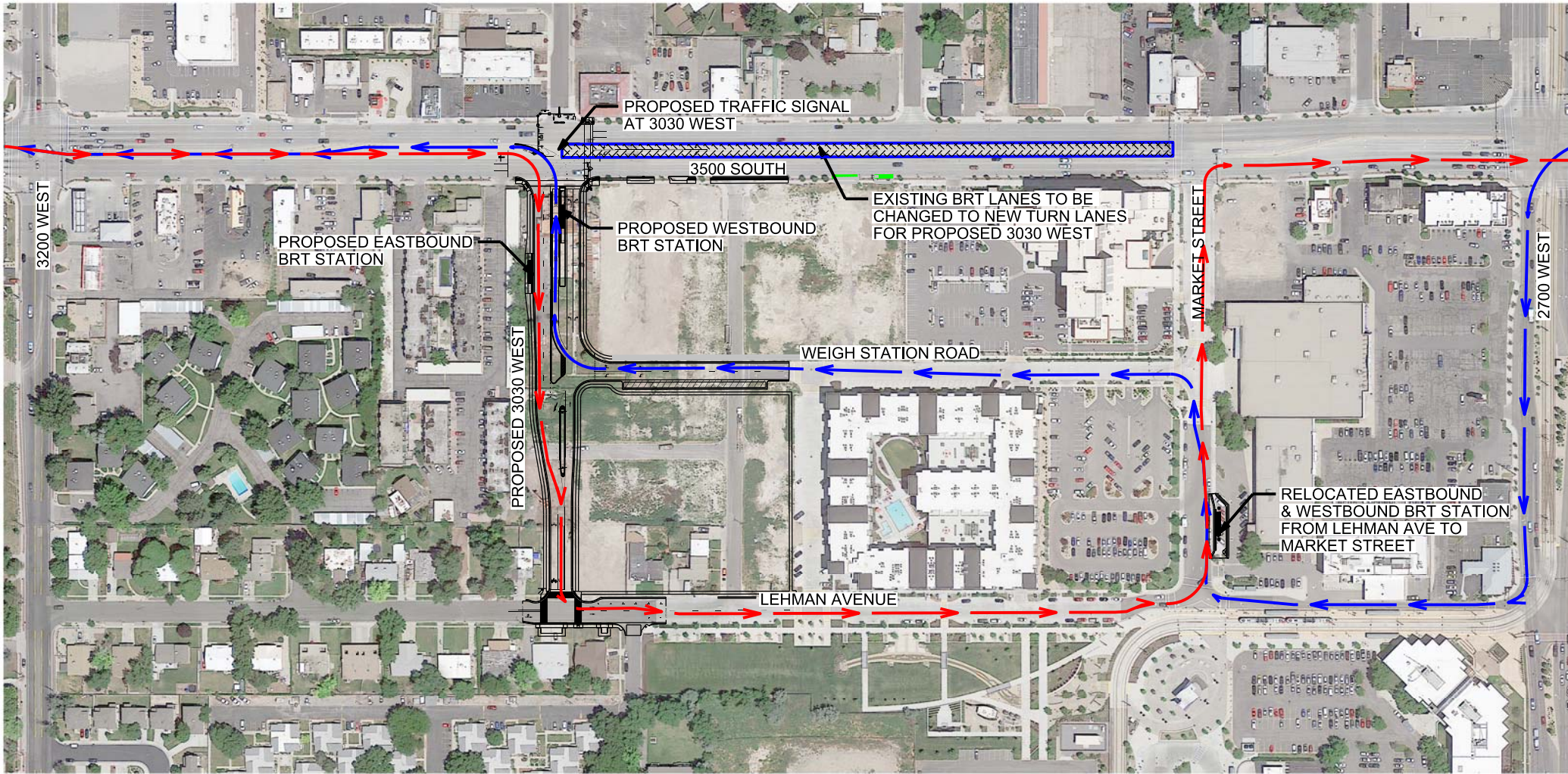
—
UTA Contract No.:

Regulation No.:

E01



'EXHIBIT C'
EXISTING BUS RAPID TRANSIT ROUTE
IN FAIRBOURNE STATION AREA



'EXHIBIT D'
PROPOSED BUS RAPID TRANSIT ROUTE
THROUGH FAIRBOURNE STATION

Item #:	
Fiscal Impact:	\$148,650.00
Funding Source:	Class C Road Fund
Account #:	11-7581-40740-00000-0000
Budget Opening Required:	No

ISSUE:

Authorization the purchase of a Bucket truck.

SYNOPSIS:

This resolution authorizes the purchase of one (1) Bucket truck From Mountain States Industrial Services. To be used by the Street light Division of Public Works Department.

BACKGROUND:

The City has selected Mountain States Industrial Services as the supplier of one (1) Bucket truck. Mountain States Industrial Services has the State of Utah contract **PD639**.

Number of Vehicles	Type of Vehicle	Cost Per Vehicle
1	Versalift 40 VST Bucket truck Ford F-550	\$148,650.00
	TOTAL	\$148,650.00

Following is the vehicles being replaced:

ICN #	Mileage	Year	Make	Model
751128	100877	2008	Sterling	Bullet

RECOMMENDATION:

Approve purchase of one (1) Bucket truck .

SUBMITTED BY:

Russell B Willardson, P.E., Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE PURCHASE OF ONE
BUCKET TRUCK FROM MOUNTAIN STATES
INDUSTRIAL SERVICES, FOR USE BY THE PUBLIC
WORKS DEPARTMENT.**

WHEREAS, West Valley City desires to purchase one Bucket Truck for use by the Public Works Department; and

WHEREAS, Mountain States Industrial Services, (herein "Mountain States") has been awarded the State contract to supply the Bucket Truck; and

WHEREAS, the price offered by Mountain States is within the Department's budget parameters and meets the City needs; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the purchase of the Bucket Truck from Mountain States;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase one Bucket Truck from Mountain States Industrial Services, for use by the Public Works Department for an amount not to exceed \$148,650.00, and that the Mayor and the City Manager are hereby authorized to execute, for and in behalf of the City, any documents necessary to complete said purchase.

PASSED, APPROVED, and MADE EFFECTIVE this _____ day
of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

MSIS

Authorized Distributor

MOUNTAIN STATES INDUSTRIAL SERVICES

1015 West 1700 South • Salt Lake City • Utah • 84104
Phone (801) 972-1166 • Fax (801) 972-6101 • www.msisutah.com

BRIAN MASERONE
WEST VALLEY CITY
801-509-2017 cell
brian.maserone@wvc-ut.gov

AUGUST 2, 2016

VERSALIFT QUOTATION REV.2 - REFERENCE STATE CONTRACT PD639

VERSALIFT VST-40-I with MATERIAL HANDLING JIB/WINCH

We are pleased to present the **VERSALIFT VST-40-I**, insulated 40ft. 4 in (12.3 m) telescopic aerial platform lift, 45 ft. 4 in (13.8 m) working height with a horizontal reach of 30 ft. 2 in. (9.2 m) and to include the following items:

- Standard platform capacity of 300 lbs. with jib installed & 400 lbs. without jib installed
- Heavy-duty fiberglass platform - 24 x 30 x 42 in.
- Platform liner (50 KV) and vinyl cover.
- **TRUGUARD TECHNOLOGY** - Platform mounted full pressure UNITROL single-handle insulated control including safety trigger, emergency stop, and 180° hydraulic platform rotator with tilt for cleanout or rescue. The upper controls dash, tool ports, and all control handles are dielectrically insulated with TRUGUARD technology for operator protection, and tested per ANSI A92.2
- Top mounted hydraulic material handling jib and winch, removable (in lieu of standard manual jib/winch)
- Winch capacity up to 1000 lbs (454 kg.).
- Jib Stow Socket, remote mount – location TBD
- 360° continuous rotation
- Six GPM (22.7 lpm) open center hydraulic system with a 3000 psi (210 kg/cm²) operating pressure
- Side mounted telescopic upper boom allows low stowing of platform. Fiberglass inner boom and patented ELECTROGARD provide insulation gap of 41 inches (1.0 m) fully retracted meeting ANSI A92.2-2001 requirements for Category C 46KV and below.

- Chassis insulating system (fiberglass lower boom insert) providing 12 in. (0.305 m) insulation gap and including accommodations to bridge insulation gap for testing per ANSI 92.2-2001.
- ELECTROGARD and inner boom finished with white urethane paint over a white gel coat.
- Non-lube bearings used throughout.
- One set of hydraulic tool outlets at platform with pressure limit.
- Sub frame mounted main A-frame outriggers with pivot feet, two control valves, and a selector valve.
- Outrigger boom interlock system
- Integral reservoir with a 17-gallon (64.4 l) capacity and dual sight gauges.
- Individual full-pressure controls at the turret actuate all boom functions and is equipped with a selector valve to override upper controls
- Emergency 12V DC hydraulic system
- Slope indicators for unit with outriggers.
- Upper boom storage cradle with tie down strap
- White urethane paint
- Two operator manuals and service manuals

DAKOTA 132 SB steel service body including the following:

- 30 inch platform extension/tail shelf
- FMVSS LED lighting package
- Stainless steel rotary latches, keyed alike.
- Rope style LED compartment lighting in all tool compartments, less top boxes
- Two (2) wheel chock holders built into fender panel on curbside
- One (1) grip strut cable stirrup step
- One (1) grab handle at curbside rear of platform extension
- Outrigger pad holders one (1) each side
- Master door locking system
- Tail board channels installed at rear of side packs and at side access
- Cone holder, street side tail shelf
- **Street side compartments as follows:**
 - 1st Vertical: Fixed hook, Two (2) adjustable shelves, cutout for outrigger.
 - 2nd Vertical: Two (2) adjustable shelves with dividers
 - Horizontal: Divider tray in bottom
 - Rear Vertical: Two (2) adjustable shelves
 - Full-length hot stick shelf with rear access door and stainless steel latch
- **Curbside compartments as follows:**
 - 1st Vertical: Fixed hook, Two (2) adjustable shelves, cutout for outrigger
 - 2nd Vertical: Access steps w/grab handles and cable step
 - Horizontal: One (1) adjustable shelf with dividers, divider tray in bottom
 - Rear Vertical: Seven (7) fixed hooks 2-3-2
- **Street Side Top Box** – Aluminum tread plate 132"L x 20"W x 12"H with rear drop-down hot stick door and (2) top-opening lids with strut supports and over-center pad lockable latches. Access from inside bed area.
- **Curb Side Top Box** – Aluminum tread plate 76"L x 20"W x 12"H with single lift-

- up door, strut supports and stainless steel latch. Access from ground level.
- **Curb Side Top Box** – Installed over curb side first vertical compartment. Aluminum tread plate 28"L x 20"W x 12"H with single lift-up door, strut supports and stainless steel latch. Access from ground level at curb side. Inverter and equipment to be installed in this compartment.
- Urethane bed liner - REFLEX
- Painted white to match chassis/cab

Installation to include the following:

- Installation on 2016 FORD F-550 cab/chassis as quoted below.
- Install VERSALIFT VST-40-I, mounting hardware, PTO/pump hydraulic system.
- Install remote stop/start, 2-speed throttle (when applicable) at tail shelf
- Install service body, street side leveling spring (if required), and accessories.
- Install buck plate, receiver hitch, chain eyes, and 7-way flat trailer connector
- Install ICC rear bumper
- Install back up alarm and mud flaps.
- Install park brake interlock system.
- Install aluminum window guard with warning light/work light mounting system
- Furnish and install Dimensions MS-3112-G 3100 watt power inverter, battery, isolator, cables (location Curb Side Top Box)
- Furnish Fiberglass Basket Step, TB-1 poly tool tray, magnetic GO-Light, outrigger pads, wheel chocks, fire extinguisher, and 3 piece triangle reflector kit.
- Test ride completed unit for one (1) hour.
- Test and certify per ANSI A92.2-2001.

SUBTOTAL PRICE – LIFT, BODY, ACCESSORIES	\$ 99,050.00
2016 FORD F-550 CAB/CHASSIS	\$ 49,600.00
TOTAL PRICE	\$148,650.00
EXCLUDES ANY APPLICABLE TAX, LICENSE, FEES	
FOB – YOUR YARD	

OPTIONAL WARNING LIGHTS - installed

WHELEN JUSTICE 50" LED light bar – roof or guard mounted	\$ 1,850.00
DIRECTIONAL ARROW STICK mounted at rear of tail shelf	\$ 1,270.00
LED amber 'ghost' strobe lights (4) – 2 at tail shelf, 2 in grille	\$ 660.00

Best Regards,

Item #:	
Fiscal Impact:	N/A
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

Acceptance of a Grant of Temporary Construction Easement.

SYNOPSIS:

Aspen Village Apartments, L.L.C. has signed a signed a Grant of Temporary Construction Easement for property located at 3043 West 3500 South (15-33-103-025).

BACKGROUND:

The Aspen Village Apartments, L.L.C. parcel located at 3043 West 3500 South is one of the properties affected by the Fairbourne Station Phase 2 Roadway Project. This project will include the construction of 3030 West Street between 3500 South and Lehman Avenue, along with the reconstruction of a portion of Lehman Avenue. The Grant of Temporary Construction Easement will allow for the removal of old existing chain link fencing and trees along the east boundary of Grantor's property and the west boundary of Fairbourne Station Phase 2. It will also allow for a new concrete fence to be constructed along the west boundary of Fairbourne Station Phase 2 and the east boundary of Aspen Village Apartments.

RECOMMENDATION:

Accept Grant of Temporary Construction Easement. Authorize City Recorder to record Grant of Temporary Construction Easement on behalf of West Valley City.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Section Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A
GRANT OF TEMPORARY CONSTRUCTION EASEMENT
FROM ASPEN VILLAGE APARTMENTS, LLC, FOR
PROPERTY LOCATED AT 3043 WEST 3500 SOUTH
(PARCEL 15-33-103-025).**

WHEREAS, Aspen Village Apartments, LLC, (herein “Aspen Village”) owns property located at 3043 West 3500 South (herein “the Property”); and

WHEREAS, the Property is affected by the Fairbourne Station Phase 2 Roadway Project (herein “Project”); and

WHEREAS, Aspen Village has executed a Grant of Temporary Construction Easement to facilitate construction of the Project; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to accept said Grant of Temporary Construction Easement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Mayor is authorized to accept said Grant of Temporary Construction Easement and the City Recorder is authorized to record said Easement for and on behalf of West Valley City upon final approval of the City Manager and City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL ID NO: **15-33-103-025**

**WEST VALLEY CITY
GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

For valuable consideration, receipt whereof is hereby acknowledged, **Aspen Village Apartments, L.L.C., a Utah limited liability company**, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **3043 West 3500 South**, for construction and replacement of improvements, said easement being described as follows:

A tract of land located in the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Meridian, being more particularly described as follows:

Beginning at a point on the south line of 3500 South Street and the northeast corner of Grantor's property, said point being East 844.00 feet along the section line and South 62.96 feet from the Northwest Corner of 33, Township 1 South, Range 1 West, Salt Lake Meridian; and running thence South 597.04 feet along the easterly boundary of Grantor's property to the southeast corner of Grantor's property; thence West 2.00 feet along the southerly boundary of Grantor's property; thence North 597.04 feet to said southerly line of 3500 South Street; thence East 2.00 feet to the Point of Beginning. Encompassing 1,194 square feet.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for six (6) months, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hand of said GRANTOR this 11 day of August, 2016.

GRANTOR
Aspen Village Apartments, L.L.C.,
a Utah limited liability company



Robert Kireiev, Managing Member



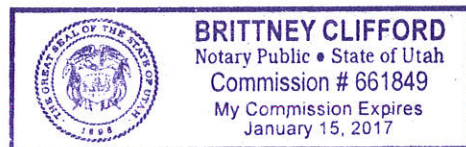
Margaret Kireiev, Managing Member

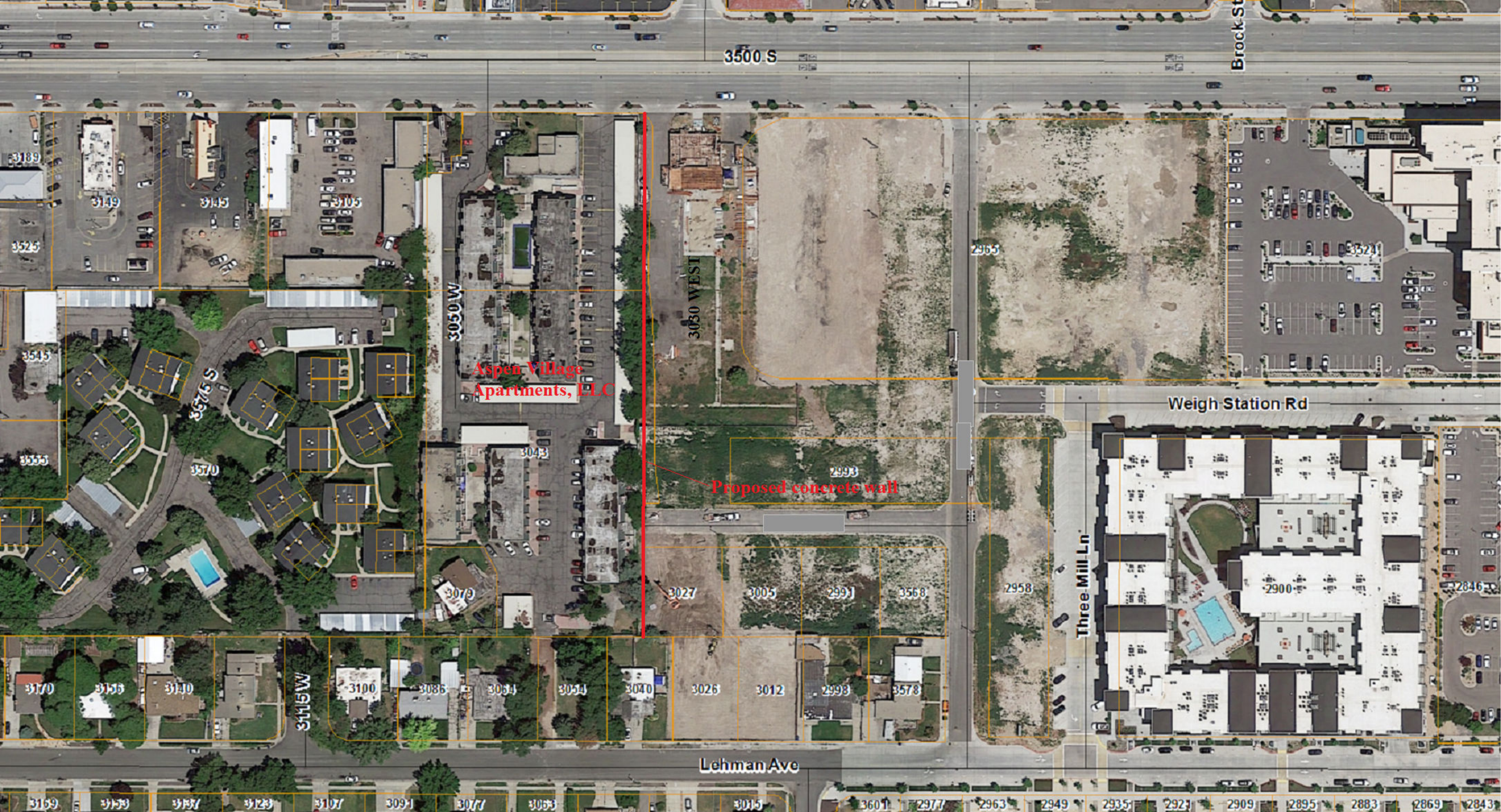
State of Utah)
 :SS
County of Salt Lake)

On this 11 day of August, 2016, personally appeared before me **Robert Kireiev** and **Margaret Kireiev**, whose identities are personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that they are the **Managing Members** of **Aspen Village Apartments, L.L.C., a Utah limited liability company**, by authority of its members or its articles of organization, and they acknowledged to me that said limited liability company executed the same.



Notary Public





3500 S

Brock St

Aspen Village
Apartments, LLC

3030 WEST

Proposed concrete wall

Weigh Station Rd

Three Mill Ln

Lehman Ave

Item #:	
Fiscal Impact:	\$1,050.00
Funding Source:	Storm Water Utility
Account #:	36-7532-40750-75171-0000
Budget Opening Required:	No

ISSUE:

Approval and acceptance of a Grant of Temporary Construction Easement from Redwood L&B, LLC, a Utah limited liability company.

SYNOPSIS:

Redwood L&B, LLC, a Utah limited liability company has signed a Grant of Temporary Construction Easement across its property located at 2345 S. CCI Way (15-21-255-004).

BACKGROUND:

The Redwood L&B, LLC property is one of the properties which will be affected and benefitted by construction of the Pole Line Drive Storm Drain Project. This project will pipe open sections of storm drain and upsize existing storm drain piping between 2365 South and SR-201. The Grant of Temporary Construction Easement along the Westerly 20 feet of Grantor's property will allow for the piping of the existing drainage ditch with 42" RCP storm drain pipe. The Grant of Temporary Construction Easement will run for a period of six months from the commencement of construction. Compensation for the Grant of Temporary Construction Easement is \$1,050.00 based upon a Compensation Estimate prepared by City staff.

RECOMMENDATION:

Approve and accept Grant of Temporary Construction Easement. Authorize the City Recorder to record said Grant of Temporary Construction Easement for and in behalf of West Valley City.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Section Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO ACCEPT A
GRANT OF TEMPORARY CONSTRUCTION EASEMENT
FROM REDWOOD L & B, LLC, FOR PROPERTY LOCATED
AT 2345 SOUTH CCI WAY (PARCEL 15-21-255-004).**

WHEREAS, Redwood L & B, LLC, (herein “Redwood”) owns property located at 2345 South CCI Way (herein “the Property”); and

WHEREAS, the Property is affected and benefitted by the Pole Line Drive Storm Drain Project (herein “Project”); and

WHEREAS, Redwood has executed a Grant of Temporary Construction Easement to facilitate construction of the Project; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety and welfare of the citizens of West Valley City to accept said Grant of Temporary Construction Easement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Mayor is authorized to accept said Grant of Temporary Construction Easement and the City Recorder is authorized to record said Easement for and on behalf of West Valley City upon final approval of the City Manager and City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

WHEN RECORDED RETURN TO:

West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, Utah 84119

Space above for County Recorder's use

PARCEL ID NO: **15-21-255-004**

**WEST VALLEY CITY
GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

For valuable consideration, receipt whereof is hereby acknowledged, **Redwood L&B, LLC, a Utah limited liability company**, having an address of P.O. Box 25788, Salt Lake City, Utah 84125, GRANTOR, hereby grants and conveys to WEST VALLEY CITY, a Municipal Corporation, of the State of Utah, 3600 South Constitution Blvd., West Valley City, Utah 84119, GRANTEE, its successors and assigns, a temporary construction easement on, over, across and through GRANTOR'S land located at **2345 S. CCI Way**, for construction and replacement of improvements, said easement being described as follows:

A parcel of land situate in the Northeast Quarter of Section 21, Township 1 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:


Beginning at a point on the Westerly Boundary Line of an entire tract of land defined in that certain Special Warranty Deed recorded December 21, 2001 as Entry No. 8099145, said point being North 00°04'22" West 334.44 feet along the Quarter Section Line and South 89°53'21" East 452.12 feet and North 00°04'22" West 340.00 feet from the Center of Section 21, Township 1 South, Range 1 West, Salt Lake Base and Meridian, thence North 00°04'22" West 463.48 feet coincident with said Westerly Boundary Line to the Northwest Corner of said entire tract; thence South 57°52'00" East 23.64 feet coincident with the Northerly Boundary Line of said entire tract; thence South 00°04'22" East 450.89 feet to a point on a Boundary Line of said entire tract; thence South 89°55'38" West 20.00 feet coincident with said Boundary Line to a point on said Westerly Boundary Line and the Point of Beginning. Contains 9,145 square feet or 0.210 acres.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto.

This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for six (6) months, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities.

WITNESSED the hand of said GRANTOR this 18th day of August, 2016.

GRANTOR
Redwood L&B, LLC, a Utah limited liability company


Davis Mullholand, Operating Manager

State of Utah)
County of Salt Lake) :ss

On this 18th day of August, 2016, personally appeared before me **Davis Mullholand**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the **Operating Manager**, of **Redwood L&B, LLC, a Utah limited liability company**, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.


Notary Public





CONSTITUTION BLVD

Constitution Blvd

JOHN HENRY DR

2570 W

I-215W Nb Fwy

I-215W Nb To U-201 Eb

U-201 Eb To I-215W Sb
I-215W Sb Fwy

I-215

ORTOL

20' Grant of Temporary
Construction Easement

Redwood L&B, LLC

2258

2276

2296

2310

2324

2376

2380

2386

2402

2401

2419

2359

2411

2417

2400

2676

2365 S

2365 S

2644

2339

2333

2375

2345

2321

2343

2388

2370

2369

2300

2125

2201

2249

2600

2325

2410

2428

2438

ISSUE: _____
FISCAL IMPACT: N/A
FUNDING SOURCE: N/A

ISSUE:

A resolution appointing Duane Mueller to the Professional Standards Review Board.

SYNOPSIS:

This resolution appoints Duane Mueller as a member of the Professional Standards Review Board for a term commencing on September 13, 2016 and ending on July 1, 2018.

BACKGROUND:

The Professional Standards Review Board reviews all allegations of police misconduct from a citizen's perspective and makes various recommendations to the Police Chief regarding these incidents.

RECOMMENDATION:

Ratify the City Manager's appointment of Duane Mueller to the Professional Standards Review Board.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION RATIFYING THE CITY MANAGER'S
APPOINTMENT OF DUANE MUELLER TO THE
PROFESSIONAL STANDARDS REVIEW BOARD FOR A
TERM COMMENCING SEPTEMBER 13, 2016 AND
ENDING JULY 1, 2018.**

WHEREAS, members of the Professional Standards Review Board are appointed for a two-year term by the City Manager; and

WHEREAS, the City Manager desires to appoint Duane Mueller to serve on the Professional Standards Review Board for a term commencing September 13, 2016 and ending July 1, 2018; and

WHEREAS, Duane Mueller is willing to accept said appointment; and

WHEREAS, said appointment requires the advice and consent of the City Council;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment of Duane Mueller to the Professional Standards Review Board for a term commencing September 13, 2016 and ending July 1, 2018.

PASSED AND APPROVED this _____ day of _____, 2016.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Duane R. Mueller

6487 Mount Whitney Lane
West Valley City, Utah 84118
435-659-0588

BACKGROUND

I have been in Law Enforcement for over 36 years. I served as a correctional officer Utah State Prison, Undercover Officer/Patrol Officer Whittier Police Department, Patrol Officer/Detective Lakewood Police Department, District Attorney Investigator Los Angeles County District Attorney's Office, Supervising Investigator Los Angeles County District Attorney's Office, and a Community Parole Officer Colorado Department of Corrections. During the above period of time I spent over twenty years investigating all types of crimes.

EDUCATION

1974 Obtained Bachelors Degree in Law Enforcement at Metro State College, Denver, Colorado.

EMPLOYMENT

Colorado Department of Corrections
Division of Adult Parole and Community Corrections
Central Metro Region
Community Parole Officer
745 Sherman Street - Suite 100
Denver, Colorado 80203
303-831-7335 Ext. 16

May 2001- July 2007
Community Parole Officer. Worked as Liaison for half way house supervising inmates coming out of prison.

February 2000 – April 2001
Gilpin County Sheriff's Department Jail Division.
2960 Dory Hill Rd. - Suite 350
Golden, Colorado 80403
303-582-3576
Worked directly with inmates.

June 16, 1997 Retired

January 1979 to June 16, 1997 Los Angeles County District Attorney's Office

Los Angeles County District Attorney's Office
210 W. Temple St. Room 17- 1102
Los Angeles, California 90012
213-974-3601

March 1, 1990 to June 16, 1997 - Supervising Investigator

November 28, 1994 to June 16, 1997

Assigned to Major Fraud Section – Responsible for supervising white collar crimes.

March 1, 1990 to November 28, 1994

Assigned to trial preparation section. Assigned investigators to; Locate witnesses for trial, Interview witnesses for trial, Background investigations. Worked directly with numerous prosecuting attorneys helping them resolve issue on cases going to trial.

January 1979 to March 1, 1990

District Attorney Investigator – Assigned to Trial Support Section, Welfare Fraud Section, Child Support Section. Investigated all types of cases. Investigated numerous medical legal cases.

January 1977 to January 1979

Los Angeles County Sheriffs Department

4700 Ramona

Monterey Park, California 91745

213-526-5500

Assigned to Main Jail. Worked directly with inmates.

September 15, 1975 to January 1977

Assigned to Trial Support Unit. Looked for witnesses that were supposed to testify in court. Finding and interviewing new witnesses.

April 1972 to September 1975

Lakewood Police Department

445 S. Allison Parkway

Lakewood, Colorado 80226

303-987-7256

First six months patrol officer. Next three years Detective assigned to Auto Theft Unit. While serving in this capacity I worked as night detective and was on call many times.

April 1968 to April 1972

Whittier Police Department

7315 S. Painter

Whittier, California 90602

526- 945-8251

First six months assigned to work as undercover officer buying narcotics. Next three and a half years worked patrol.

January 1967 – January 1968

Utah State Prison

Draper Utah

Worked directly with inmates as Correctional Officer disciplining as appropriate.





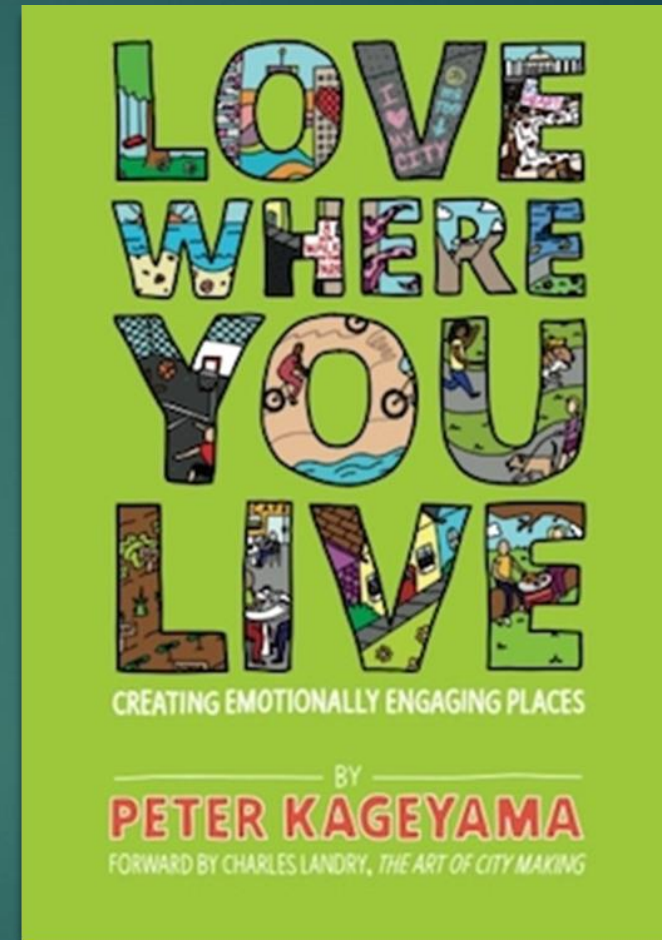
West Valley City

A PLACE TO LOVE

Love Where You Live

Peter Kageyama

“It doesn’t matter much where you live. It only matters how well you live when you’re there.” –Author Unknown

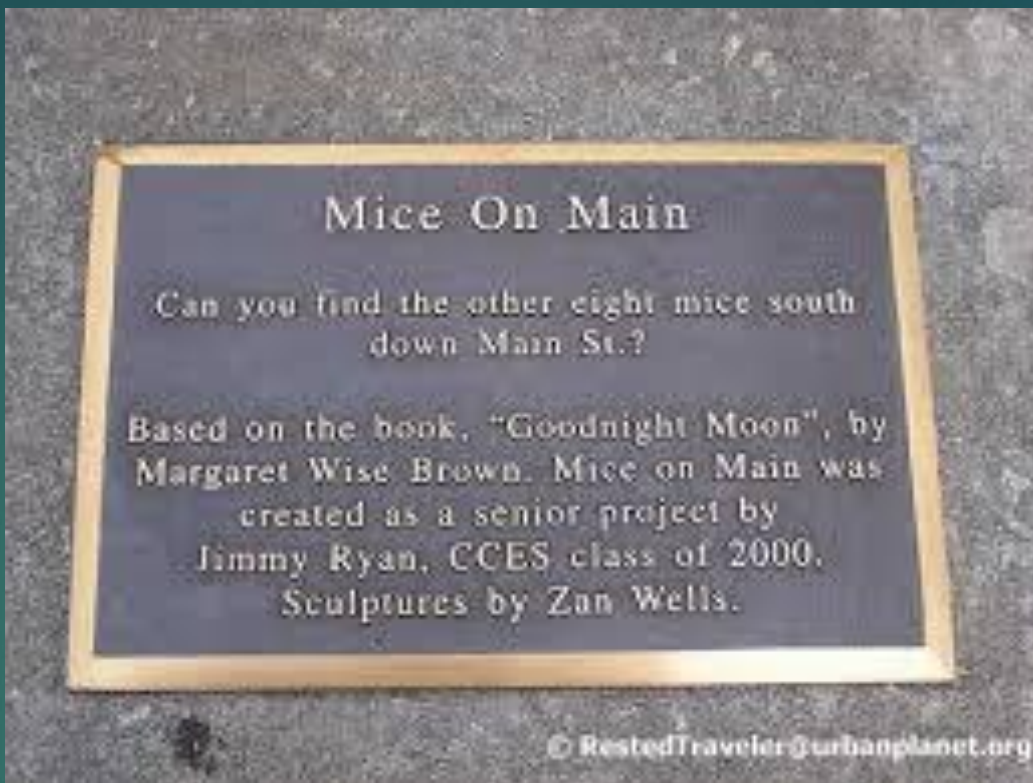




The Mice on Main case study

Greenville , South Carolina

- Claims to have the best downtown
- Tree canopy, shops, park with waterfall, old bridge converted into a pedestrian hangout, Mice on Main





PLACEMAKING IDEAS

- x - colorful paint/murals / welcome to WVC on Constitution Blvd north of 3500 S A
- x - Guinness world record event E
- x - chalkboard WVC map that people can write on A
- x - murals on power boxes (etc) A
- x - food "scavenger hunt" with 10-15 restaurants E
- bul/horse sculptures (Ligon) A
- orange / Marlin Redwood etc neighborhood "murals" (banners, etc) A
- x - "mascot" scavenger hunt E
- x - Fun/billy trivia question plaques in city parks that will prompt people to use FREE Wi-Fi A
- x - "skateboard bench" for skate park A
- "postcard" mural A
- x - "iron throne" made of hockey sticks (Munroe) A
- x - creative crosswalk (piano keys, world flags...) A
- public soccer court E
- flags around streets, neighborhoods A
- soccer murals A
- movie night @ cultural center E

- x - yellow brick road / rainbow road / line @ fitness center A
- x - ship n' slide E
- x - pavilion poles (yarn bombing) cultural themes A
- x - paint slices (Dragon) Centennial Park A
- x - cup. m. A

- High school student's 6000 project
- x - Wifi wall @ fitness center A

GOAL: A colorful project that promotes the cultural diversity of the city, combats the negative aspects of the city, and makes the residents more proud to live in WVC.

Targeted Group: Under 45 yrs old, specific ethnicity? (see notes)

②

②

②

Resources

fix people that...

4. Obstacles

A H P Livia



- Co-creation Kevin Wife

✓ Legal
✓ City go. budget
✓ Cultural



2016 Place Making Projects

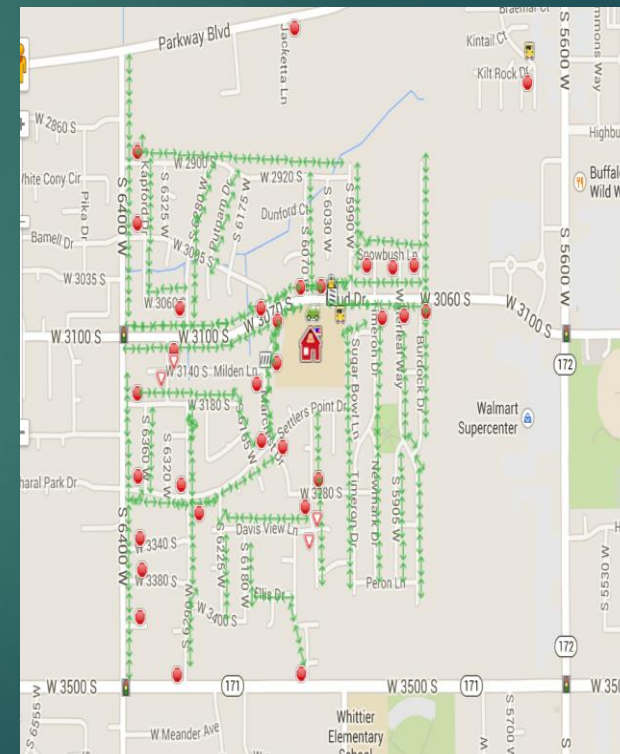
Todd Andersen



Romuald Rambikarison



Moses Cissoko



“Cities are an emotional experience first and foremost. And certain emotions create energy and commitment from which motivation and the will to act then grows.” – Charles Landry



West View Park Mural



2700 W. Mosaic Project



Student Neighborhood Access Program School-Safe Walking Routes



West View Park Mural

Deseret News Story
- 124 Shares on Social
Media



“Arts and culture are
what make a city fall
in love with itself.” –
Kageyama

2700 W. Mosaic Project 1

Quote from citizen

Quote from Citizen



2700 W. Mosaic Project 2

Quote from citizen

Quote from Citizen



2700 W. Mosaic Project 3

Quote from citizen

Quote from Citizen



School-Safe Walking Routes

- ▶ “Fantastic Idea!” – Jeff Allen
- ▶ “This is a great Idea!” Carla La
- ▶ “I think this is a wonderful idea for all elementary schools. Wish it was something that could be done for all.” – Esther Trujillo-Peters
- ▶ “Fabulous idea! How can Redwood Elementary get in on this? We are the Rams.” – Andrea McMillan
- ▶ “Sounds like a good idea to me. Little kids like games, including simple ones like this. Extra motivation to stay safe at such a low cost is a bargain.” – Rebecca H.
- ▶ “I like this. The people in the city manager’s office who came up with this are to be commended. They came up with some really creative and positive thinking. Thank you!!!” – MyHatbandMustBeTooTight



August 31, 2016

MEMORANDUM

TO: CITY COUNCIL

FROM: WAYNE T. PYLE, CITY MANAGER

RE: UPCOMING MEETINGS AND EVENTS

City Council Study Meetings are held at 4:30 P.M. every Tuesday unless otherwise noted.

City Council Regular Meeting are held at 6:30 P.M. every Tuesday unless otherwise noted.

September

September 11, 2016 <i>Sunday</i>	Black Sabbath, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
September 14, 2016- September 17, 2016	110 th ULCT Convention- Sheraton Salt Lake City Hotel
September 16, 2016 <i>Friday</i>	Def Leppard with REO Speed Wagon and Tesla, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
September 17, 2016 <i>Saturday</i>	Dirks Bentley, TBD- USANA Amphitheatre, 5125 South 6400 West
September 21, 2016 <i>Wednesday</i>	Lake Park Golf Social, 8 AM- 2 PM- Stonebridge, 4415 Links Drive
September 22, 2016 <i>Thursday</i>	Blink 182, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West

September 26, 2016
Monday

Mumford and Sons, 7:00 PM- USANA
Amphitheatre, 5125 South 6400 West

September 30, 2016
Friday

Luke Bryan, 5:00 PM- USANA Amphitheatre, 5125
South 6400 West

October

October 1, 2016
Saturday

Luke Bryan, 5:00 PM- USANA Amphitheatre, 5125
South 6400 West

October 4, 2016
Tuesday

RDA, HA, and BA Meetings Scheduled

October 13, 2016
Thursday

Brantley Gilbert, TBD- USANA Amphitheatre, 5125
South 6400 West

October 21, 2016
Friday

Fall Strategic Plan Meeting, 9:00 AM- 5:00 PM-
Animal Shelter Conference Room, 4522 W 3500 S

October 22, 2016
Saturday

Pentatonix, 8:00 PM- Maverik Center, 3200
Decker Lake Drive

October 24, 2016
Monday

Tool, 7:30 PM- Maverik Center, 3200 Decker Lake
Drive

October 25, 2016
Tuesday

Five Finger Death Punch and Shinedown, 6:00 PM-
Maverik Center, 3200 Decker Lake Drive

October 27, 2016
Thursday

R. Kelly, 8:00 PM- Maverik Center, 3200 Decker
Lake Drive

November

November 11, 2016
Friday

Veteran's Day Holiday

November 24, 2016
Thursday

Thanksgiving Holiday- City Hall Closed

November 28, 2016
Monday

Carrie Underwood, 7:00 PM- Maverik Center,
Decker Lake Drive

November 29, 2016

No Council Meetings- 5th Tuesday

December

December 27, 2016

No Council Meetings- Christmas